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DIV. A
JUDGE
E. THOMAS PORTER, JR.

38-20-48



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VS.

NANCY CARTER, WIFE OF AND CLIFFORD EUGENE BELL

Plaintiff

Defendant

Jeffrey A. Jones
Attorney for Plaintiff

Attorney for Defendant

Date of Filing. JUNE 2, 1989 fg

HP Exhibit 0189 (31)

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TWENTY-FOURTH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 382-048

DIVISION: 1A

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

NANCY CARTER, wife of/and CLIFFORD EUGENE BELL

FILED: _____

DEPUTY CLERK

MOTION AND ORDER TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, comes the petitioner, FEDERAL NATIONAL MORTGAGE ASSOCIATION, and upon suggesting to the Court that the Sheriff's Office has given notice that they have been unable to serve the defendants, NANCY CARTER, wife of/and CLIFFORD EUGENE BELL, at the addresses given after a due and diligent attempt, and upon information and belief the defendants, NANCY CARTER, wife of/and CLIFFORD EUGENE BELL, are absentees, it is necessary that a Curator ad hoc be appointed to represent the interest of the absentee defendants, NANCY CARTER, wife of/and CLIFFORD EUGENE BELL.

Respectfully submitted,

DeMARTINI, LeBLANC, D'AQUILA & VOLK

Jeffrey A. Jones
 ROY M. D'AQUILA
 JEFFREY A. JONES
 3329 Florida Avenue
 Kenner, Louisiana 70065
 Phone: (504) 469-6699

O R D E R

IT IS ORDERED THAT *Robert D. Gretna* Attorney at Law, be appointed as Curator to represent the absentee defendants, NANCY CARTER, wife of/and CLIFFORD EUGENE BELL.

Gretna, Louisiana this 18th day of December, 1989.

ISSUED

DATE

Deputy Clerk

CODED

DEC 22 1989

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK

24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
B. THOMAS PORTER, JR.

38-22-29



NW

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Plaintiff

VS.

SYLVIA WHITE WASHINGTON, WIFE OF/RAND EDWARD JOHN WASHINGTON

Defendant

RONALD J. VEGA

Attorney for Plaintiff

Attorney for Defendant

Date of Filing. JUNE 6, 1989 fg

HP Exhibit 0189 (32)

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24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON
 STATE OF LOUISIANA

NO. 382-229

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

SYLVIA WHITE WASHINGTON, WIFE OF/AND EDWARD JOHN WASHINGTON

DIVISION 1
 FILED FOR RECORD
 20 0 16 PM '88
 A

FILED: _____

DEPUTY CLERK

CODED-2

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, comes FEDERAL NATIONAL MORTGAGE ASSOCIATION, respectfully represents that:

1.

The Defendants, Sylvia White Washington, wife of/and Edward John Washington, are persons of the full age of majority, who could not be served with process by the Sheriff despite numerous attempts, the Sheriff's return indicated no other known address for Defendants and whose current whereabouts are unknown to petitioner.

2.

This Court has jurisdiction over the property against which this mortgage is sought to be enforced; but because Defendants, Sylvia White Washington, wife of/and Edward John Washington, are absentees who cannot be served personally with process, an attorney at law should be appointed by the Court to represent them.

Not a part of motion
 8-9-89 3 Orig. at 3:40
 DATE: _____
 DEPUTY CLERK
 CODED-14

- 1 -

382229

3.

Your petitioner reurges and reiterates each and every other allegation set forth in the original petition as if copied in extenso.

WHEREFORE, Federal National Mortgage Association prays that an attorney at law be appointed to represent the absentee Defendants, Sylvia White Washington, wife of/and Edward John Washington.

Respectfully submitted,

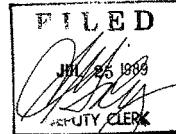
MIDDLEBERG, RIDDLE & GIANNA

BY: Ronald J. Vega

RONALD J. VEGA
Bar No. 13038
Place St. Charles, 31st Floor
201 St. Charles Avenue
New Orleans, LA 70170-3100
(504) 525-7200

PLEASE SERVE:

SYLIA WHITE WASHINGTON, WIFE OF/AND
EDWARD JOHN WASHINGTON
THROUGH COURT APPOINTED COUNSEL



ORDER

IT IS ORDERED by this Court that Robert D. Cuddy attorney at law, be and he is hereby appointed Curator Ad Hoc to represent the absentee defendants, Sylvia White Washington, wife of/and Edward John Washington.

Gretna, Louisiana, this 25th day of July, 1989.

JUL 2 6 1989

ON MINUTES

JUDGE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

CODED-14

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

7-20 1989

I, HEREBY CERTIFY THAT THE COSTS INCURRED IN THIS MATTER HAVE BEEN PAID.

Deputy Clerk

382279

DIV. A
JUDGE
E. THOMAS PORTER, JR.

38-22-75



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

BUCKEYE FEDERAL SAVINGS & LOAN ASSOCIATION

Plaintiff

ADEATAN M. EUGENE

VS.

Defendant

MICHAEL M. DORSEY

Attorney for Plaintiff

Attorney for Defendant

Date of Filing: JUNE 7, 1989 fg

HP Exhibit 0189 (33)

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89-0197

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 382-275

DIVISION "A"

BUCKEYE FEDERAL SAVINGS & LOAN ASSOCIATION

VERSUS

ADRIAN M. EUGENE

FILED: _____

DEPUTY CLERK

MOTION TO APPOINT ATTORNEY AT LAW TO DEFEND SUIT

On motion of Buckeye Federal Savings & Loan Association, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Adrian M. Eugene, is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law to represent the defendant(s) Adrian M. Eugene in his absence and to defend this suit on his behalf.

IT IS ORDERED BY THE COURT, that Richard D. Bealy attorney at law be and he is hereby appointed to represent defendant(s), Adrian M. Eugene in these proceedings and defend this suit, and that he/she be cited to appear and answer the

ISSUED

DATE

AUG 15 1989

CODED

78227

38-36-58



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FIRST FEDERAL SAVINGS BANK

Plaintiff

ELLA LANDRY, WIFE OF/AND DONALD J. ADAMS

VS.

Defendant

RICHARD J. TOMENY, JR.

Attorney for Plaintiff

Attorney for Defendant

JUNE 30, 1989 fg

Date of Filing.

HP Exhibit 0189 (34)

DIV. D
JUDGE
RONALD P. LOUMIET

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072389
24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 383-658

FIRST FEDERAL SAVINGS BANK

VERSUS

ELLA LANDRY, WIFE OF/AND DONALD J. ADAMS

FILED:

DEPUTY:

SUIT ON PROMISSORY NOTE
AND FOR RECOGNITION OF MORTGAGE
AND APPOINTMENT OF KEEPER

The Petition of First Federal Savings Bank , a banking corporation, domiciled in the Parish of Orleans, State of Louisiana, respectfully represents:

I.

Defendants, Ella Landry, wife of/and Donald J. Adams, who are domiciled in Englewood, Colorado, are indebted unto your petitioner in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, attorney's fees and costs of court as hereinafter set forth.

II.

Petitioner is the holder of a certain promissory note ("P-1") executed by Ella Landry, wife of/and Donald J. Adams, both appearing therein by Richard Regan, their duly authorized agent and attorney in fact as contained in Special Power of Attorney attached hereto and marked "P-2". Said promissory note was executed on July 7, 1987 made payable to the order of First Federal Savings Bank, in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, payable on demand. Interest under this note is Twenty-Five (25%) percent, all as shown on the said note which is attached hereto and marked "P-1".

III.

In an act of hypothecation, attached hereto and marked "P-3", the defendants, by their agent and attorney in fact, Richard Regan, authorized to pledge as security on their behalf, the collateral mortgage note of Ella Landry, wife of/and Donald J. Adams, their agent and attorney in fact, Richard Regan, dated July 7, 1987,

ISSUED

DATE

JUL - 6 1989

S/J. Saladino

Deputy Clerk

CODED

383-658

No original note
JUL - 6 1989

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payable to the order of "Bearer" payable on demand in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS.

IV.

In collateral pledge agreement attached hereto and marked "P-4", Ella Landry, wife of/and Donald J. Adams, authorized Richard Regan, as their agent and attorney in fact, pledge as security on their behalf, the collateral mortgage note, attached hereto and marked "P-5", of Ella Landry, wife of/and Donald J. Adams, all by their agent and attorney in fact, Richard Regan dated July 7, 1987, payable to the order of 'Bearer' on demand in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS.

V.

The aforesaid collateral mortgage note was paraphrased "Ne Varietur" for identification with an act of a collateral mortgage attached hereto and marked "P-6", dated July 7, 1987 executed by Ella Landry, wife of/and Donald J. Adams, all by their agent and attorney in fact, Richard Regan and passed before a Notary Public in and for the Parish of Jefferson, State of Louisiana, wherein the above defendants did mortgage in favor of First Federal Savings Bank, the following described property, to-wit:

PROPERTY 1:

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in Square No. 148 of Highway Park, City of Kenner, bounded by Delaware Avenue, 36th Street, Florida Avenue and W. Esplanade Avenue, designated as Lots 11 and 12, and are more fully described as follows:

LOTS 11 and 12 adjoin each other and measure together 50 feet front on Delaware Avenue, the same width in the rear, by a depth of 127.50 feet between equal and parallel lines. Lot 11 lies nearer to and commences 250 feet from the corner of Delaware Avenue and 36th Street.

All in accordance with a survey made by Charles T. Nelson, Surveyor, dated September 30, 1978, revised February 22, 1979, revised April 22, 1979.

PROPERTY 2:

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining situated in the Parish of Jefferson, State of Louisiana, in Square No. 148 of Highway Park, City of Kenner, bounded by Delaware Avenue, 36th Street, Florida Avenue and W. Esplanade Avenue, designated as Lots 13 and 14, and are

0 2 1 3 4 0 1 3 4

more fully described as follows:

LOTS 13 and 14 adjoin each other and measure together 50 feet front on Delaware Avenue, the same width in the rear, by a depth of 127.50 feet between equal and parallel lines. Said Lot No. 13 lies nearer to and commences at a distance of 300 feet from the corner of Delaware Avenue and 36th Street.

Improvements thereon bear the Municipal No. 3520 Delaware Avenue.

All in accordance with a survey made by Charles T. Nelson, Surveyor, dated September 30, 1978, revised February 22, 1979, revised April 22, 1979.

PROPERTY 3:

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining situated in the Parish of Jefferson, State of Louisiana, in Square No. 286 of Highway Park, Kenner, bounded by Iowa Avenue, 30th Street, Kansas Avenue and Interstate Highway 10, designated as Lots 3 and 4 on a survey made by Charles T. Nelson, Land Surveyor, dated February 8, 1977, revised March 10, 1977, revised March 18, 1977, said lots adjoin each other and measure together 50 feet front on Iowa Avenue, the same width in the rear, by a depth of 127.5 feet between equal and parallel lines. Said Lot No. 3 lies nearer to and commences 50 feet from the corner of Iowa Avenue and 30th Street.

Improvements thereon bear the Municipal No. 2916 Iowa Avenue.

PROPERTY 4:

TWO CERTAIN LOTS OF GROUND, State of Louisiana, in Square No. 286 of Highway Park, Kenner, bounded by Iowa Avenue, 30th Street, Kansas Avenue and Interstate Highway 10, designated as Lots 5 and 6 on a survey made by Charles T. Nelson, Land Surveyor, dated February 8, 1977, revised March 10, 1977, revised March 18, 1977, said lots adjoin each other and measure together 50 feet front on Iowa Avenue, the same width in the rear, by a depth of 127.5 feet between equal and parallel lines. Said Lot No. 5 lies nearer to and commences 100 feet from the corner of Iowa Avenue and 30th Street.

Improvements thereon bear the Municipal No. 2912 Iowa Avenue.

VI.

The said defendants have failed and refused to pay the note on demand, whereby placing the note in default and petitioner now accelerates and matures the entire sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS together with interest from April 1, 1989 until paid, and attorney's fees as provided in said note.

VII.

Defendants are absent from the state and a curator ad hoc should be appointed to represent them.

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VIII.

That pursuant to the terms of the mortgage and the Provisions of LSA RS:9:5136 et.seq. First Federal Savings Bank is appointed keeper and expressly authorized to collect and seize such rents and revenues as are produced by said properties mortgaged thereunder.

Petitioner avers amicable demand without avail.

WHEREFORE, petitioner prays that defendants be served with a copy of this petition and duly cited to appear and answer same and that, after due proceedings had, there be judgment rendered herein in favor of plaintiff, First Federal Savings Bank and against the defendants, Ella Landry, wife of/and Donald J. Adams, severally and in solido, in the full and true sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, with interest at the rat of Twenty-Five (25%) percent per annum and Ten (10%) percent of said principal and interest as attorney's fees and all costs of these proceedings; and that the plaintiff's mortgage and lien be maintained and recognized on the property described as:


LOTS 11 and 12, Square 148 of Highway Park, City of Kenner, State of Louisiana.

LOTS 13 and 14, Square 148 of Highway Park, City of Kenner, State of Louisiana, bearing the Municipal # 3520 Delaware Avenue.

LOTS 3 and 4, Square 286 of Highway Park, City of Kenner, State of Louisiana, bearing the Municipal # 2916 Iowa Avenue.

LOTS 5 and 6, Square 286 of Highway Park, City of Kenner, State of Louisiana, bearing the Municipal # 2912 Iowa Avenue.

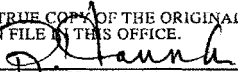
Respectfully submitted,


 Richard J. Tomeny, Jr.
 Chehardy, Sherman, Ellis & Breslin
 Attorneys at Law
 Suite 1100, One Galleria Boulevard
 Metairie, LA 70001
 Telephone: 504-833-5600
 Bar Roll No. 12852

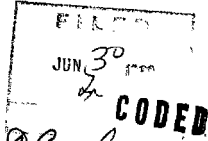
PLEASE SERVE:

Ella Landry, wife of/and
 Donald J. Adams
 Through Duly Appointed
 Curator Ad Hoc

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.


 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

072189 0236
 Case # 383-658
 Div. "D" ORDER



Considering the above and foregoing, let Robert D. Creely
 be appointed curator ad hoc and let First Federal Savings Bank be
 appointed keeper of the above described properties and as such
 authorized to collect all rents and revenues derived therefrom.

30 day of June, 1989

[Signature]
 JUDGE
 CODED

June 30, 1989
 HEREBY CERTIFY THAT 200.00
 COSTS INCURRED IN THIS MATTER
 HAVE BEEN PAID.

[Signature]
 CODED

ON MINUTES
 JUL 3 1989

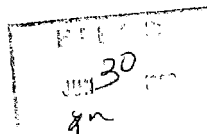
A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

3 CODED

383-658

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VERIFICATION**CODED**

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, personally appeared the undersigned, who deposed that she is an officer of the plaintiff bank in the foregoing Petition and that all of the facts alleged in the foregoing Petition for Executory Process are true and correct to the best of his knowledge and belief.

SWORN TO AND SUBSCRIBED before me
this 10 day of June, 1989.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

38-38-59



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION [

VS.

WALTER C. YOUNG

Plaintiff

Defendant

~~ALBERT F. WIDMER, JR.~~
Attorney for Plaintiff

Attorney for Defendant

Date of Filing JULY 7, 1989 f g

HP Exhibit 0189 (35)

DIV. A
JUDGE
E. THOMAS PORTER, JR.

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24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 383-859

DIVISION: "A"

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

WALTER C. YOUNG

FILED: _____

DY. CLERK: _____

SUPPLEMENTAL PETITION

NOW INTO COURT, through undersigned counsel, comes Federal National Mortgage Association, petitioner herein, and amends its original petition as follows:

1.

The Sheriff of Jefferson Parish, Louisiana, after a diligent search, has been unable to locate the defendant herein, WALTER C. YOUNG, as will be evidenced from the Sheriff's return in these proceedings.

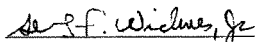
2.

Petitioner believes and therefore alleges that the defendant, WALTER C. YOUNG, is an absentee from the State of Louisiana, and that an attorney ad hoc should be appointed to represent him in these proceedings against whom all further proceeding herein should be carried on.

3.

WHEREFORE, Petitioner prays that an attorney ad hoc be appointed to represent the defendant, WALTER C. YOUNG, herein; that the said defendant be served with a three-day notice to pay, a copy of this Petition and the notice of seizure through said attorney ad hoc, and that all further proceedings be carried on contradictorily against said attorney ad hoc.

Respectfully submitted,



ALBERT F. WIDMER, JR.
3201 Danny Park, Suite 107
Metairie, LA 70002
(504) 885-6657
Bar No.: 13454
Attorney for Petitioner,
FEDERAL NATIONAL MORTGAGE
ASSOCIATION

ISSUED

DATE

S/ M. LANDRY
Deputy Clerk

383 859

072199 0714

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, ALBERT F. WIDMER, JR., who being by me first duly sworn, did depose and say that:

He is the attorney for the Petitioner in the above petition; he has read the same; all of the allegations contained therein are true and correct, to the best of his information, knowledge and belief.

Albert F. Widmer, Jr.
ALBERT F. WIDMER, JR.

Sworn to and subscribed before me this 18th day of July, 1989.

Michael A. Zepeda
NOTARY PUBLIC

ORDER

Let Robert C. Cretz, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendant, WALTER C. YOUNG, and let all further proceedings herein be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

READ, RENDERED AND SIGNED at Gretna, Louisiana, this 19 day of July, 1989.

B. Huns
J U D G E
CODED-14

LAST KNOWN ADDRESS OF DEFENDANT:

P.O. Box 6538
Hilton Head, South Carolina 29938-6538

PROPERTY ADDRESS:

6320 Ackel Street, Unit 215
Metairie, LA 70003

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.
888849

38-42-77



DIV. A
JUDGE
& THOMAS PORTERUS, JR.

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

ROY J. GATTUSO, VERLINA SAVOY GATTUSO AND RONALD G. BENTON

VS.

PORTU QUALITY, INC., A/E/E RORTE TINTING CORPORATION, ET AL

Plaintiff

Defendant

ROY J. GATTUSO 5966
Attorney for Plaintiff

Attorney for Defendant

IT

DATE

Date of Filing

HP Exhibit 0189 (36)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 384-277

DIVISION "A"

DOCKETED

ROY J. GATTUSO, VERINA SAVOY GATTUSO
and RONALD C. BRECHTEL

VERSUS

ROBIN REALTY, INC., A/K/A ROBIN TOWING CORPORATION
KENNETH S. LAMY, CLAIRE MORIN, WIFE OF/AND REGINALD G. FOSTER
and DOROTHY MALLINSON, WIFE OF/AND FREDERICK WILLIAM SIDMAN

FILED:

DEPUTY CLERK

AMENDED AND SUPPLEMENTAL PETITION

The amended and supplemental petition of Roy J. Gattuso, Verina Savoy Gattuso and Ronald C. Brechtel, Plaintiffs in the above entitled and numbered cause, respectfully represent that they desire to supplement and amend their original petition filed herein on July 14, 1989 in the following respects:

I.

From an examination of the record herein and more particularly the return of the Sheriff of the Parish of Jefferson on the Notice of Seizure to be served on defendants, Claire Morin, wife of/and Reginald G. Foster, it appears that the Sheriff has been unable to serve same after a due and diligent search therefore at the last known address in Louisiana and their present whereabouts are unknown. The Sheriff reports further that Claire Morin, wife of/and Reginald G. Foster have moved from 817 Marlene, Gretna, Louisiana 70053, the address of their former residence, and that service cannot be made after a due and diligent effort.

II.

That accordingly, Petitioners allege that the said defendants are absentees from this State, even though same may, in fact, be found within this State, all according to definition of Article 5251 (1) of the Louisiana Code of Civil Procedure and that Petitioners are entitled to have an attorney at law appointed as Curator Ad Hoc to represent the unrepresented and absentee defendants and to have these executory proceedings carried on in accordance with law, all as per Article 2674 (4) of the Louisiana Code of Civil Procedure.

III.

Petitioners allege and reiterate each and every allegation of their original petition not inconsistent herewith.

ISSUED

DATE

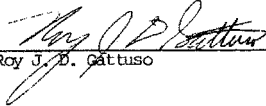
S/ M LANDIX

Deputy Clerk

101339 2391

WHEREFORE, the premises considered, Petitioners pray that this amended and supplemental petition be filed, according to law, and that an attorney at law be appointed Curator Ad Hoc to represent the unrepresented and absent defendants and these proceedings be carried on in accordance with law.

VEZINA AND ASSOCIATES
(A Professional Law Corporation)
401 Weyer St., P. O. Box 461
Gretna, LA 70054
(504) 368-5223
La. State Bar No. 5966



Roy J. D. Gattuso


STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:

ROY J. D. GATTUSO

who, after being duly sworn, did depose and say that he is the attorney for the plaintiffs in the above and foregoing Petition; that he has read same and that all of the obligations therein contained are true and correct to the best of his knowledge, information and belief.




ROY J. D. GATTUSO

SWORN TO AND SUBSCRIBED

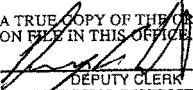
BEFORE ME THIS 2 DAY

OF Oct, 1989.



NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE



DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

107339 2992
24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 384-277

DIVISION "A"

DOCKET NO.

ROY J. GATTUSO, VERINA SAVOY GATTUSO
and RONALD C. BRECHTEL

VERSUS

ROBIN REALTY, INC., A/K/A ROBIN TOWING CORPORATION
KENNETH S. LAMY, CLAIRE MORIN, WIFE OF/AND REGINALD G. FOSTER
and DOROTHY MALLINSON, WIFE OF/AND FREDERICK WILLIAM SIDMAN

FILED: October 11, 1989

DEPUTY CLERK

ORDER

Let this amended and supplemental petition be filed according to law.

Let Robert G. Creeley Attorney at law, 901 Denbigh St., Gretna, LA
(address), be appointed Curator Ad Hoc to represent the absent and 70056
unrepresented defendants.

Let these executory proceedings be carried on in accordance with law.

Gretna, Louisiana, this 11th day of October, 1989.

[Signature]
JUDGE

PLEASE SERVE NOTICE OF SEIZURE ON DEFENDANTS
CLAIRE MORIN, WIFE OF/AND REGINALD G. FOSTER
THROUGH THE ABOVE APPOINTED CURATOR AD HOC
ALONG WITH NOTICE OF APPOINTMENT

CLERK
OCT 11 1989

10-11-1989
Avator I, HEREBY CERTIFY THAT 200.00
COSTS INCURRED IN THIS MATTER
HAVE BEEN PAID.

[Signature]
Deputy Clerk

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

38-43-27



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

COLONIAL MORTGAGE COMPANY

USLYSSES A. WIRE, ET AL

VS.

Plaintiff

Defendant

CHARLES H. RYAN

Attorney for Plaintiff

Attorney for Defendant

JULY 17, 1989 JL

Date of Filing

2892

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DIV. A
JUL C.E.
E. THOMAS PORTEROS, JR.

HP Exhibit 0189 (37)

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STATE OF LOUISIANA - PARISH OF JEFFERSON

TWENTY-FOURTH JUDICIAL DISTRICT COURT

COLONIAL MORTGAGE COMPANY

FILED: _____

VS. NO. 384-327 A

ULYSSES A. WIRE, ET AL

BY: _____

DEPUTY CLERK OF COURT

CODEDMOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

NOW INTO COURT, through undersigned counsel, comes COLONIAL MORTGAGE COMPANY, Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), ULYSSES A. WIRE, in the Parish of Jefferson, or in the State of Louisiana and plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant was 1117 Michael Street, Marrero, Louisiana 70072.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s), to receive the notice of seizure on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in these proceedings, and that said defendant(s), ULYSSES A. WIRE, be served with the notice of seizure and all other notices and

ISSUED not of appt w/ motion
 DATE SEP 21 1989
 S/ M. LAMPIX **CODED**

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citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law; plaintiff further reiterates the prayers of the petition filed herein.

Respectfully submitted,

BOLES, BOLES AND RYAN, ATTORNEYS
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
Telephone: (318) 388-4050

BY: Charles H. Ryan
Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

Charles H. Ryan
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, on this 7th day of September, 1989.

Notary Public
Notary Public

ORDER

CONSIDERING THE FOREGOING MOTION,

IT IS ORDERED that Robert A. Cusley, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), ULYSSES A. WIRE, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 19th day of September, 1989

Judge
JUDGE, DISTRICT COURT

SEP 20 1989

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

38-62-73



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VS.
JOSEPH VINING AND ETHEL MACK VINING

Plaintiff

Defendant

THOMAS J. BYRNE, JR.

Attorney for Plaintiff

Attorney for Defendant

AUG. 23, 1989 at

Date of Filing

HP Exhibit 0189 (38)

DIV. A
JUDGE
E. THOMAS PORTEROS, JR.

PERMANENT

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89-0476

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 386,273

DIVISION "A"

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

JOSEPH VINING

AND

ETHEL MACK VINING

FILED: _____ DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Federal National Mortgage Association, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Joseph Vining and Ethel Mack Vining, is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) Joseph Vining and Ethel Mack Vining.

IT IS ORDERED BY THE COURT, that Robert D. Creech attorney at law be and he is hereby appointed curator ad hoc for defendant(s), Joseph Vining and Ethel Mack Vining in these proceedings and that the writ of seizure and sale be issued

ISSUED not. of appt. & motionDATE OCT 05 1989

s/ M. LANDIX

CODED

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herein and served upon said attorney at law.

Gretna, Louisiana, this 2nd day of October, 1987

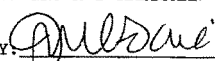
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 JUDGE

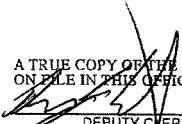
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 3 MINUTES

Respectfully submitted,

SHAPIRO AND KREISMAN

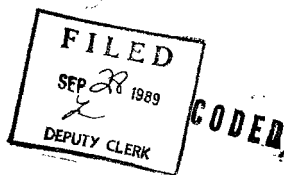
BY: 
 THOMAS J. BYRNE, JR.
 Louisiana Bar Roll #17501
 LINDA F. CLAUSEN
 Louisiana Bar Roll #17934
 JANE A. FAIA
 Louisiana Bar Roll No. 16908
 Attorney's for Plaintiff
 601 Papworth Avenue - Suite 200
 Metairie, LA 70005
 (504) 831-7726

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.


 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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STATE OF LOUISIANA
PARISH OF JEFFERSON



BEFORE ME, the undersigned authority, personally came and appeared:

BEVERLY COGGINS

who, after being first duly sworn by me, Notary Public, did depose and state she is the Collections Agent of J. I. Kislak Mortgage Corporation, the servicing agent for Federal National Mortgage Association, the plaintiff in the above and foregoing matter, that she has read said motion to appoint an attorney to represent absent defendant(s) and that all of the allegations set forth therein are true and correct.

Beverly Coggins
BEVERLY COGGINS

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
21 DAY OF SEPTEMBER, 1989

[Signature]
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

38-69-65



24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

PELICAN HOMESTEAD AND SAVINGS ASSOCIATION

VS.

ABDEL MOHSEN MOHAMED ELBAZ

Plaintiff

Defendant

JEANNIE M. RANDAZZO

Attorney for Plaintiff

Attorney for Defendant

Date of Filing SEPTEMBER 6, 1989 JH

HP Exhibit 0189 (39)

DIV. D
JUDGE
RONALD P. LOUMMET

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J U I L Y 2 1 9 0

0913394 2331

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA
NO. 386-965 JUDGE RONALD P. LOUMIST
DIVISION

PELICAN HOMESTEAD AND SAVINGS ASSOCIATION

VS.

ABDEL MOHSEN MOHAMED ELBAZ

FILED: _____
DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

The petition of Pelican Homestead and Savings Association, a savings and loan association organized and existing under the laws of the State of Louisiana, and domiciled in the Parish of Jefferson, appearing herein through the undersigned counsel, with respect represents that:

I.

Made defendant herein is Abdel Mohsen Mohamed Elbaz, a person of the full age of majority and domiciled in the State of Florida.

II.

On December 30, 1987, petitioner, Pelican Homestead and Savings Association, merged with and became the successor of Gulf Federal Savings and Loan Association. In accordance with La. Rev. Stat. §6:864, when the merger becomes effective, the separate existence of each constituent association ceases except for that of the surviving association and the surviving association possesses all the rights and privileges, and is vested with title to all property, rights, and actions whatever possessed by or belonging to each constituent association, including the right to proceed in this lawsuit.

III.

Gulf Federal Savings and Loan Association was originally chartered as Gulf Federal Savings and Loan Association of Jefferson Parish. Thereafter, the name was changed to Gulf Federal Savings Bank.

IV.

On or about November 21, 1986, the Federal Home Loan Bank Board appointed the Federal Savings and Loan Insurance Corporation as receiver for Gulf Federal Savings Bank, and, on the same date, the Federal

Noted of Sept. 4/89
DATE SEP - 8 1989
B.J. Saladin
Deputy Clerk

386965

*Filed after mortgage
in vault SEP - 8 1989*

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Savings and Loan Insurance Corporation, as receiver for Gulf Federal Savings Bank, transferred substantially all of the assets of Gulf Federal Savings Bank to Gulf Federal Savings and Loan Association, all as more fully appears from the Act of Deposit which evidenced these occurrences. Said Act of Deposit is dated March 25, 1987, before Nadine Y. Penn, Notary Public, and two (2) competent witnesses who signed thereon. A certified copy of said Act of Deposit is attached hereto and made part hereof as Exhibit A.

V.

That, the said Abdel Mohsen Mohamed Elbaz is an absentee under Louisiana Code of Civil Procedure Article 5251 since he is a non-resident of this State. His last known address is 7220 Parker Road, No. 4, Jacksonville, Florida 32211. Therefore, it will be necessary to appoint an attorney at law to represent the absentee under Louisiana Code of Civil Procedure Article 2674.

VI.

Your petitioner, Pelican Homestead and Savings Association, is the holder and owner for a valuable consideration before maturity of a certain promissory note made and subscribed in Metairie, Louisiana, by Abdel Mohsen Mohamed Elbaz to the order of Gulf Federal Savings and Loan Association of Jefferson Parish in the original principal amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$144,800.00) DOLLARS, dated October 17, 1983, payable in installments as provided in said Note and stipulating to bear interest at the rate of thirteen (13%) percent per annum from date until paid. Said Note is secured by and paraphed "Ne Varietur" for identification with an Act of Mortgage passed before Marvin Opotowsky, Notary Public, dated October 17, 1983, in the amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$144,800.00) DOLLARS, recorded in the Parish of Jefferson in MOB 896, folio 390, wherein the said Abdel Mohsen Mohamed Elbaz executed a first mortgage in the presence of said Notary Public and two competent witnesses who signed thereon encumbering the following described property, to-wit:

ONE CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages

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thereunto belonging or in anywise appertaining situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Timber Ridge Subdivision, being a resubdivision of Parcels K and R of Lake Timberlane Estates Subdivision, per plan of J. J. Krebs & Sons, Inc., dated April 8, 1981, approved by the Jefferson Parish Council under Ordinance No. 14779 on June 24, 1981, recorded in COB 1007, folio 760, and according to said plan, said lot is designated and bounded as follows:

Lot 19, Square B, Timber Ridge Subdivision measures 64 feet front on Lac Bienville Drive, same width in the rear, by a depth of 140 feet between equal and parallel lines which square is bounded by Lac Bienville Drive, Lac St. Pierre Drive (side) Lac Couture Drive (side) and Lac Belle Drive (side). The property herein described measures and is in accordance with a survey by Felicien Perrin, Registered Land Surveyor, dated December 9, 1981, a copy of which is annexed hereto and made part hereof.

Being the same property acquired by Abdel Mohsen Mohamed Elbaz from Jeanne Ryals, wife of/and Patrick W. Fontenot by act before Marvin Opatowsky dated October 7, 1983, registered in COB _____, folio _____.

This property bears municipal address 4135 Lac Bienville Drive, Harvey, Louisiana 70058.

VII.

Petitioner attaches hereto as Exhibits B and C respectively and makes a part hereof a certified copy of the aforesaid Act of Mortgage and the original of the Note identified therewith.

VIII.

That, as shown by the Authentic Act of Transfer of Note attached hereto and made part hereof as Exhibit D, Gulf Federal Savings Bank pledged the above-referenced Note to the Federal Home Loan Bank of Dallas on January 30, 1985. That the Federal Home Loan Bank of Dallas transferred the Note back to Gulf Federal Savings Bank on August 11, 1985. That, as further shown by Exhibit D, Gulf Federal Savings Bank again pledged the above-referenced Note to the Federal Home Loan Bank of Dallas, on February 27, 1986. That, pursuant to the Certified Copy of Notarial Endorsement attached hereto and made part hereof as Exhibit E, the Federal Home Loan Bank of Dallas transferred the Note back to Pelican Homestead and Savings Association on February 24, 1989.

IX.

That, by said Act of Mortgage, petitioner retained a first mortgage lien and privilege on the property, and the defendant granted a special mortgage under the "pact de non alienando" upon said property to secure the payment of said Note, with interest, attorney's fees, late charges, advances and other charges, as will be hereinafter set forth.

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X.

That, under the aforescribed Act, the said defendant confessed judgment upon said Note and consented that if said Note were not paid in accordance with the terms and conditions of said Act of Mortgage dated October 17, 1983, the mortgaged property might be seized and sold by Executory Process, for cash, to the highest bidder with or without appraisalment at the option of the petitioner.

XI.

That, by said Act, the said Abdel Mohsen Mohamed Elbaz obligated himself in case it became necessary to institute legal proceedings for the recovery of the amount of said Note, or any portion thereof, to pay the fees of the attorney at law employed for that purpose, which fees are fixed by the terms of said Act of Mortgage at twenty-five (25%) percent of the total amount sued upon, which amount is reasonable in light of the amount of legal expertise and time expended to obtain the satisfaction of this debt.

XII.

That, by the terms of said Act, it was stipulated that should Abdel Mohsen Mohamed Elbaz violate any of the conditions of the Act or fail to promptly perform any obligations thereunder, or fail to make any payment due petitioner, the said petitioner may, at its option, after notice as provided in said Act, declare the entire balance due by the defendant to the petitioner or any holder or holders of the said Note immediately due, exigible and payable, together with all interest, attorney's fees, late charges, advances and all other expenses and charges.

XIII.

That, by the terms of said Act, it was stipulated that should the defendant fail to pay any taxes or insurance premiums affecting the subject property, when due, that the holder of the Note, at its option, may pay such taxes and insurance premiums as they become due, and such advance shall become an additional indebtedness secured by the mortgage given in the aforesaid Act and shall bear interest at the same rate as the principal debt from the date of disbursement until paid.

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XIV.

That, in accordance with said Act, the said defendant obligated himself to pay a late charge fee of five (5%) percent of any monthly installment of principal and interest not received by the petitioner within fifteen (15) days after such installment is due.

XV.

That, the said Abdel Mohsen Mohamed Elbaz is more than thirteen (13) weeks in arrears in his payments, the last payment having been made through October 31, 1988.

XVI.

That, in accordance with the terms of the Note and Act of Mortgage, the Note is in default as it is past due and exigible as to principal, interest, late charges and attorney's fees and remains unpaid, notwithstanding formal notice of delinquency and notice of acceleration, within the time limits set forth in said Act, as outlined in the Authentic Act of Notice of Delinquency and Acceleration attached hereto and made a part hereof as Exhibit F.

XVII.

Now, by Affidavit and Certificate of Amount Due attached as Exhibit G, petitioner shows that there is a balance due of ONE HUNDRED FORTY-ONE THOUSAND ELEVEN AND 26/100 (\$41,011.26) DOLLARS, together with interest at the rate of thirteen (13%) percent per annum from November 1, 1988 until paid, plus any amounts advanced for the payment of taxes and insurance, together with interest at the rate of thirteen (13%) percent per annum from the date of disbursement until paid, together with late charges and attorney's fees in the amount of twenty-five (25%) percent on the whole of said indebtedness.

XVIII.

That, by the terms of said Act, the defendant waived demand for payment.

XIX.

That, by the terms of the Act of Mortgage, as well as La. Rev. Stat. §6:824(D)(3) and/or La. Rev. Stat. §9:5136, et seq., the petitioner may, at its option and without security, appoint itself or an agent as keeper or receiver to enter upon, take possession of, and manage the property,

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and to collect the rents of the property, including those past due. The said petitioner, Pelican Homestead and Savings Association, wishes to exercise its right to appoint itself or an agent as receiver of the above-referenced property.

XX.

Petitioner desires that the hereinabove described property be seized and sold with benefit of appraisalment, on terms of ten (10%) percent cash down with the balance in cash within thirty (30) days of the sheriff's sale, according to law.

WHEREFORE, premises and the attached documents and authentic evidence being considered, petitioner prays:

(1) That, an attorney at law be appointed to represent the absentee, Abdel Mohsen Mohamed Elbaz;

(2) That Pelican Homestead and Savings Association, or its agent, be appointed receiver, without security, to enter upon, take possession of, and manage the property, and to collect the rents of the property, including those past due;

(3) That, a writ of seizure and sale issue herein, directing the Sheriff for the Parish of Jefferson to seize and, after due delays, requisites and formalities, save those expressly waived in the Act of Mortgage, to sell, on terms of ten (10%) percent cash down with the balance in cash within thirty (30) days of the sheriff's sale, the property hereinabove described, with benefit of appraisalment, according to law;

(4) That, out of the proceeds of said sale, petitioner, Pelican Homestead and Savings Association, be paid the sum of ONE HUNDRED FORTY-ONE THOUSAND ELEVEN AND 26/100 (\$141,011.26) DOLLARS, together with interest at a rate of thirteen (13%) percent per annum from November 1, 1988 until paid, as well as any amounts advanced for the payment of taxes and insurance, together with interest at a rate of thirteen (13%) percent per annum from the date of disbursement until paid, plus late charges and twenty-five (25%) percent attorney's fees on the entire indebtedness, and for all costs of these proceedings;

(5) That, petitioner, Pelican Homestead and Savings Association, be paid the amount of the aforesaid claim with preference and priority over all other persons whomsoever; and

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(6) For all general and equitable relief.

BALDWIN & HASPEL:

JEANNIE M. RANDAZZO (Bar #11101)

JANET D. DILZELL (Bar #14217)

LANCE J. ARNOLD (Bar #18768)

BY: Jeannie M. Randazzo

Attorneys for Petitioner

2121 Airline Highway

5th Floor

Metairie, LA 70001

(504) 836-8480

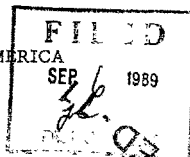
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A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

R. J. Quinn
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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EXHIBIT "D"

AUTHENTIC ACT OF
TRANSFER OF NOTEUNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSONBE IT KNOWN, that on this 14th day of August, 1989,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

ARTHUR J. KEENAN, JR.,

who, after being duly sworn, did depose and say:

That he is the Executive Vice President in Charge of Special Assets of Pelican Homestead and Savings Association. That, in that capacity he has within his control all of the books and records of the said Pelican Homestead and Savings Association as well as those of its constituent associations. That, on December 30, 1987, Pelican Homestead and Savings Association merged with and became the successor of Gulf Federal Savings and Loan Association, formerly known as Gulf Federal Savings Bank and more formerly known as Gulf Federal Savings and Loan Association of Jefferson Parish.

That in his capacity as Executive Vice President in Charge of Special Assets, he is familiar with that certain promissory note and mortgage dated October 17, 1983 in the original principal amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$144,800.00) DOLLARS, whereby Abdel Mohsen Mohamed Elbaz, as borrower, granted a mortgage on the property located at 4135 Lac Bienville Drive, Harvey, Louisiana, 70058, to Gulf Federal Savings and Loan Association of Jefferson Parish.

That, according to the books and records of Pelican Homestead and Savings Association, Gulf Federal Savings Bank, pledged the above referenced promissory note to the Federal Home Loan Bank of Dallas, as evidenced by the endorsement on the promissory note dated January 30, 1985. That, on August 11, 1985, the Federal Home Loan Bank of Dallas transferred back to Gulf Federal Savings Bank the said promissory note.

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This transfer is evidenced by the endorsement on the promissory note dated August 11, 1985.

That, according to the books and records of Pelican Homestead and Savings Association, Gulf Federal Savings Bank, again pledged the above referenced promissory note to the Federal Home Loan Bank of Dallas, as evidenced by the Endorsement on the promissory note dated February 27, 1986. That, on February 24, 1989, the Federal Home Loan Bank of Dallas transferred back to Pelican Homestead and Savings Association the said promissory note. This transfer is evidenced by the endorsement on the Promissory Note dated February 24, 1989 and also an Act of Notarial Endorsement, Exhibit D, which is attached hereto and made part hereof.

THUS DONE AND PASSED in my office in Metairie, Louisiana, on the day, month and year hereinabove first written, and in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Agatha K. Buttrick

Lola J. Beekman

Arthur J. Keenan, Jr.

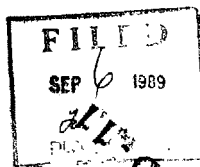
ARTHUR J. KEENAN, JR.
EXECUTIVE VICE PRESIDENT
IN CHARGE OF SPECIAL ASSETS

Genet D. Dupel
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. W. H. H.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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EXHIBIT "E"
CERTIFICATIONSTATE OF LOUISIANA
PARISH OF JEFFERSON

Metairie, Louisiana

Aug. 14, 1989

I, JEANNIE M. RANDAZZO, Notary Public for the Parish of Jefferson, State of Louisiana, do hereby certify that the attached document is a true and correct copy of a Notarial Endorsement, dated the 24th day of February, 1989, consisting of one (1) page, executed before Sara Vazquez, a Notary Public for the State of Texas, the original or certified copy of which document is on file in my office.

Jeannie M. Randazzo

JEANNIE M. RANDAZZO
BALDWIN & HASPEL
2121 Airline Highway
5th Floor
Metairie, LA 70001
(504) 836-8480

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

J. J. ...
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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FOR RETURN OF MORTGAGE NOTE

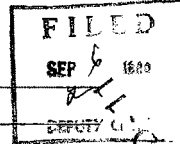
ASSOCIATION Pelican Homestead and Savings Association DATE 02-17-89
 ADDRESS 2121 Airline Highway DOCKET 3584
 (Street)
 (including Parish) Metairie, La. 70001-5981 (Jefferson)
 (City/State)

TRANSFEROR:

FEDERAL HOME LOAN BANK OF DALLAS
 500 EAST JOHN CARPENTER FREEWAY
 IRVING, TEXAS 75062

NOTE INFORMATION:

LOAN NUMBER: 49-17003202
 DATE: October 17, 1983
 ORIGINAL AMOUNT: \$104,800.00
 MAKER: Abdel Mohsen Mohamed Elbaz
 PAYEE: Gulf Federal Savings and Loan Association



Note and lien are described in the following mortgage to which instrument, as so recorded, reference is here made for all purposes:

DATE: October 17, 1983
 MORTGAGOR: Abdel Mohsen Mohamed Elbaz
 MORTGAGOR: _____
 MORTGAGEE: Pelican Homestead and Savings Association
 MORTGAGEE: formerly Gulf Federal Savings and Loan Association

A TRUE COPY OF RECORD ORIGINAL
 ON FILE IN THIS OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

MOB 896 FOLIO 390
 PARISH Jefferson STATE LA.

NOTARIAL ENDORSEMENT

BE IT KNOWN, that on this February 24, 19 89, before me, the undersigned notary public and the two undersigned witnesses personally came and appeared Transferor, who declared that Transferor hereby transfers the Note and Lien to Member, and to evidence said transfer Transferor has endorsed the Note to Member's order or to Bearer. The Note has been paraphed "Ne Varietur" by me, Notary, for identification with this act of Transfer of Note and Lien.

THUS DONE AND PASSED, in Dallas, Texas, on the date first written, in the presence of the undersigned witnesses who have signed their names with Transferor and me, Notary, after due reading of the whole.

WITNESSES: *

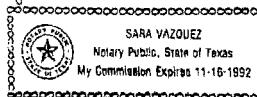
[Signature]
[Signature]

FEDERAL HOME LOAN BANK OF DALLAS

BY: *[Signature]*
 JAN WILLIAMS
 VAULT OPERATIONS SUPERVISOR

[Signature]
 NOTARY PUBLIC

* The witnesses must be persons other than the Holder or the Notary Public.



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EXHIBIT "F"

AUTHENTIC ACT OF
NOTICE OF DELINQUENCY
AND ACCELERATION

* * * * *

* UNITED STATES OF AMERICA
* STATE OF LOUISIANA
* PARISH OF JEFFERSON

BE IT KNOWN, that on this 14th day of August, 1989,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

JEANNIE M. RANDAZZO, Attorney with the law firm of Baldwin & Haspel and Attorney for Pelican Homestead and Savings Association,

who, after being duly sworn, did depose and say:

That she is familiar with that certain promissory note and mortgage dated October 17, 1983, in the original principal amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$144,800.00) DOLLARS, whereby Abdel Mohsen Mohamed Elbaz, as borrower, granted a mortgage on the property located at 4135 Lac Bienville Drive, Harvey, Louisiana 70058, to Gulf Federal Savings and Loan Association of Jefferson Parish, now Pelican Homestead and Savings Association.

On March 2, 1989, she, Jeannie M. Randazzo, on behalf of Pelican Homestead and Savings Association, mailed a notice by certified mail, return receipt requested in accordance with the mortgage, to Abdel Mohsen Mohamed Elbaz, the borrower, at the property address, 4135 Lac Bienville Drive, Apartment "C", Harvey, Louisiana 70058, which letter read as follows:

Please be advised that this office represents Pelican Homestead and Savings Association, successor by merger with Gulf Federal Savings and Loan Association of Jefferson Parish, in connection with the above-referenced loan. Pelican Homestead's records show that your mortgage loan account is now four (4) months in arrears and must be brought current.

Please submit a certified check in the amount of \$8,837.70, covering five (5) monthly payments of \$1,588.98 each, four (4) late charges of \$79.45 each, \$500.00 in attorney's fees and \$75.00 in certificates and notarial costs. Payments received after the 15th of the month will result in an additional late charge of \$79.45.

Failure to bring your account current by April 6, 1989, at which time you will owe six (6) payments, five (5) late charges, attorney's fees and costs totalling \$10,506.13, will result in the acceleration of your loan by our office declaring the full amount of your debt due and payable, and the institution of a sale of your property. Should we elect to foreclose on your property, you have the right to reinstate your mortgage after acceleration pursuant to those terms contained in Paragraph No. 18 of your Act of Mortgage. Additionally, you have the right to contest

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the existence of a default as well as the right to assert any other defenses to the acceleration and foreclosure.

Additionally, unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice, this office will obtain verification of the debt and mail you a copy of such verification. If you request this office in writing within thirty (30) days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. Even if you request verification of this debt, we reserve our right to institute judicial proceedings at any time.

If your account is not brought current this month, we must receive payment of \$10,506.13 no later than 4:00 p.m. on April 6, 1989, to avoid Pelican Homestead electing to pursue the legal action described above.

Should you have any questions concerning this matter please do not hesitate to call our office at any time.

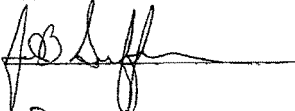
The breach was not cured within the time specified in the notice of delinquency, and Jeannie M. Randazzo, Attorney, on behalf of Pelican Homestead and Savings Association, sent a letter by certified mail, return receipt requested to Abdel Mohsen Mohamed Elbaz on April 7, 1989, which letter read as follows:

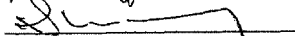
Please be advised that the above-referenced mortgage has been accelerated, and all principal, interest, late charges, advances and costs are now due.

Please forward all further correspondence to this office.

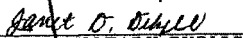
THUS DONE AND PASSED, in my office at Metairie, Louisiana, on the day, month and year hereinabove first written, in the presence of the two undersigned competent witnesses who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:







JEANNIE M. RANDAZZO


NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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EXHIBIT "G"
AFFIDAVIT AND CERTIFICATE OF AMOUNT DUE

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 14th day of August, in the year of our Lord one thousand nine hundred and eighty-nine,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ARTHUR J. KEENAN, JR.,

who, after being duly sworn, did depose and say:

That he is the Executive Vice President in Charge of Special Assets of the Pelican Homestead and Savings Association. That he is familiar with that certain promissory note and mortgage dated October 17, 1983, in the original principal amount of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 (\$144,800.00) DOLLARS, whereby Abdel Mohsen Mohamed Elbaz, as borrower, granted a mortgage on the property located at 4135 Lac Bienville Drive, Harvey, Louisiana 70058, to the Gulf Federal Savings and Loan Association of Jefferson Parish, now Pelican Homestead and Savings Association. That he does hereby certify on behalf of said association that the defendant is more than thirteen (13) weeks in arrears on the hereinabove described loan.

That the balance due on the aforesaid note is ONE HUNDRED FORTY-ONE THOUSAND ELEVEN AND 26/100 (\$141,011.26) DOLLARS, together with interest at a rate of thirteen (13%) percent per annum from November 1, 1988 until paid, as well as any amounts advanced for the payment of taxes and insurance, together with interest at a rate of thirteen (13%) percent per annum from the date of disbursement until paid, plus late charges and twenty-five (25%) percent attorney's fees on the entire indebtedness. That all of said facts lie within his personal knowledge in his capacity as Executive Vice President in Charge of Special Assets and are true and correct to the best of his knowledge and belief.

THUS DONE AND PASSED in my office in Metairie, Louisiana, on the day, month and year hereinabove first written, and in the presence of

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the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Agatha E. Bunting

Arthur J. Keenan, Jr.
ARTHUR J. KEENAN, JR.
EXECUTIVE VICE PRESIDENT
IN CHARGE OF SPECIAL ASSETS

Lola L. Beckham

Janet O. Dwyll
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

B. L. Hamlin
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

0 9 1 3 8 9 2 0 4 0

VERIFICATION

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 14th day of August,
in the year of our Lord one thousand nine hundred and eighty-nine,

BEFORE ME, the undersigned Notary Public, duly commissioned and
qualified in and for the aforesaid Parish and State, and in the presence
of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ARTHUR J. KEENAN, JR.,

who, after being first duly sworn, did depose and say:

That he is Executive Vice President in Charge of Special Assets of
the Pelican Homestead and Savings Association, the petitioner in the
above and foregoing petition; that he has read the petition and all
exhibits attached thereto and re-avers all facts contained therein as if
said facts were reproduced in full. That, all of said facts lie within his
personal knowledge in his capacity as Executive Vice President in Charge
of Special Assets and are true and correct to the best of his knowledge
and belief.

THUS DONE AND PASSED in my office in Metairie, Louisiana, on the
day, month and year hereinabove first written, and in the presence of
the undersigned competent witnesses, who hereunto sign their names with
the said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Agatha K. AntignyLola J. Beckham

Arthur J. Keenan, Jr.
ARTHUR J. KEENAN, JR.,
EXECUTIVE VICE PRESIDENT
IN CHARGE OF SPECIAL ASSETS

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. J. Hann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Ronit D. Dineen
NOTARY PUBLIC

09' 389 2' 4'

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.

DIVISION " "

PELICAN HOMESTEAD AND SAVINGS ASSOCIATION

VS.

ABDEL MOHSEN MOHAMED ELBAZ

FILED: _____

DEPUTY CLERK

ORDER

Considering the above and foregoing petition, let Robert Greely be appointed to represent the absentee defendant, Abdel Mohsen Mohamed Elbaz, in accordance with Louisiana Code of Civil Procedure Article 2674; let petitioner, Pelican Homestead and Savings Association, or its agent, be appointed receiver, without security, to enter upon, take possession of, and manage the property, and to collect the rents of the property, including those past due; and let a Writ of Seizure and Sale issue herein all as prayed for and according to law.

Gretna, Louisiana, this 6th day of September, 1989.

PLEASE SERVE
NOTICE OF SEIZURE and
NOTICE TO APPOINT APPRAISER
ON THE ATTORNEY AT LAW
APPOINTED TO REPRESENT THE ABSENTEE
ABDEL MOHSEN MOHAMED ELBAZ:

Robert Greely
901 Darhigny
Gretna La 70053

TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
J. J. Vann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

EPE4/1

386 961

KC

Nº 388308

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

MENTOR MORTGAGE CORPORATION EAST

VS.

CINDY BASS, OC/NAD GEORGE ERIC NICHOLSON

CHARLES J. NUNEZ

Attorney for Plaintiff

Attorney for Defendant

Date of Filing SEPTEMBER 29, 1989 JJ.

HP Exhibit 0189 (40)

DIV. 1
JUDGE
ALVIN RUDY EASON
DIV

185-
 101242 0715
 DIV. 1
 JUDGE
 ALVIN RUDY EASON
 TWENTY-FOURTH JUDICIAL DISTRICT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 388-308

MERITOR MORTGAGE CORPORATION EAST

VERSUS

CINDY BASS, wife of/and GEORGE ERIC NICHOLSON

FILED: _____

CODED-77
 DEPUTY CLERK

PETITION TO ENFORCE
MORTGAGE BY ORDINARY PROCESS

The petition of Meritor Mortgage Corporation East, domiciled in the Commonwealth of Pennsylvania, County of Philadelphia, with respect represents:

I.

The defendants, Cindy Bass, wife of/and George Eric Nicholson, who were domiciled in the Parish of Jefferson, and on information and belief believed to be residents of the State of Georgia, are both persons of the full age of majority.

II.

Plaintiff is the holder of a promissory note in the original amount of FIFTY NINE THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$59,300.00) DOLLARS, a copy of which is attached hereto as Exhibit P-1, which note was executed on October 30, 1981, by the defendants, payable to the order of First National Mortgage Corporation, bearing interest at the rate of twelve (12%) per cent per annum.

III.

The attached note was paraphed by Sidney F. Rothschild, Notary Public, to identify with an Act of Mortgage executed on October 31, 1981, a copy of which mortgage is attached hereto as Exhibit P-2. In this authentic act, which is recorded in the mortgage records of Jefferson Parish, the defendants, Cindy Bass, wife of/and George Eric Nicholson, granted a mortgage in favor of First National Mortgage Corporation and any future holder or holders of the attached note upon the following described immovable property, to-wit:

INDEXED *[Signature]*
 DATE OCT 10 1981
 S/ M. ROJAS
 DEPUTY CLERK

388.308

OCT 6 1981

ON MINUTES

01937 0746

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as JACQUELINE COURT SUBDIVISION, and according to plan of resubdivision made by Lucien C. Gassen, Land Surveyor, dated September 24, 1980, approved by Ord. No. 1645, adopted by the Board of Alderman of the City of Gretna, on November 3, 1980, a copy of which is registered in COB 992, folio 484, and according to which said lot is designated as follows:

LOT 16-B of Square 5, which square is bounded by Ravenna Street, Sallie Ann Street, Jacqueline Street, west boundary of the subdivision, the north boundary of the subdivision and the east boundary of the subdivision and Verret Canal. Lot 16-B commences at a distance of 549.25' from the intersection of Ravenna Street and Verret Canal and measures 28 feet front on Ravenna Street, same width in the rear, by a depth of 180 feet between equal and parallel lines. All in accordance with survey of James H. Couturie, L.S., dated 10/26/1981.

Improvements thereon bear the Municipal No. 20-B Ravenna Street, Gretna, Louisiana 70053.

IV.

The Act of Mortgage provided that the failure of the defendants to pay the principal or any installment of interest when due would cause the entire balance due on the attached note in principal, interest, and attorney's fees to mature immediately and become due and payable.

V.

The Act of Mortgage provides for an attorney's fee of 10% of the sums due under the note, should the note and mortgage be placed in the hands of an attorney for collection.

VI.

The note sued upon hereon is due for the months of February through December, 1986; January through December, 1987; January through December, 1988; and, January through August, 1989.

VII.

Plaintiff avers that the current balances are:

1. Unpaid principal balance	\$58,254.75
2. Accrued interest from 02/01/86 through 08/31/89 (\$19.41 per diem)	25,368.87
3. Interest from 09/01/89 until paid	To Be Computed
4. Late charges - 43 at \$26.58 each	1,142.94
5. Escrow - 43 at \$54.09 each	2,325.87
6. Attorney's fee as specified in the Act of Mortgage	To be Computed
7. All costs of these proceedings	To Be Computed

201-308

01239 071-7

VIII.

The amount demanded herein has not been paid despite amicable demand for payment. Annexed hereto and made a part hereof is a copy of the demand letter dated November 13, 1986, addressed to George E. Nicholson and Cindy Bass Nicholson, which letter is marked for identification as Exhibit P-3.

XVI.

Petitioner avers that the debtors, Cindy Bass, wife of/and George Eric Nicholson, have vacated the premises being foreclosed upon in these proceedings and on information and belief, said debtors have moved to the State of Georgia, and are therefore non-residents of the State of Louisiana. Pursuant to the Louisiana Code of Civil Procedure, petitioner is entitled to have a Curator Ad Hoc appointed to represent the non-resident defendants.

WHEREFORE, plaintiff, Meritor Mortgage Corporation East, prays:

1. For Judgment against the defendants, Cindy Bass, wife of/and George Eric Nicholson, in the principal amount of \$58,254.75, with accrued interest of \$25,368.87, an attorney's fee of 10% of principal and interest due, plus late charges of \$1,142.94, and interest at the rate of \$19.41 per day from September 1, 1989, until paid, and all costs of these proceedings;
2. For Judgment recognizing and maintaining plaintiff's mortgage on the immovable property described in Paragraph III of this Petition.
3. This Court appoint a Curator Ad Hoc to represent Cindy Bass, wife of/and George Eric Nicholson, non-resident defendants.

NUNEZ & NUNEZ
317 Magazine Street
New Orleans, Louisiana 70130
504(525-2022)

BY:

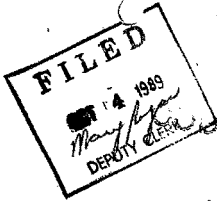
Charles J. Nunez
CHARLES J. NUNEZ
Attorney for

Meritor Mortgage Corporation East

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

388-3081



ORDER

IT IS ORDERED that Robert Creely be and is hereby appointed to represent the absentee defendants Cindy Bass, wife of/and George Eric Nicholson, and that said defendants be served through said Attorney at Law with the petition, service and all notices and citations required or permitted by law.

Gretna, Louisiana, this 4th day of October, 1989.

OCT 6 1989

ON FILE

JUDGE

SHERIFF, PLEASE
SERVE DEFENDANTS:

Cindy Bass, wife of/and
George Eric Nicholson
through their duly court
appointed Curator Ad Hoc.

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

R. Damm
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

388-308

DIV. A
JUDGE
DIV 8. THOMAS PORTIGUS, JR.

No. 390233

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

SOVAN MORTGAGE CORPORATION

VS.

MARY MURRAY WIFE OF/AND RAYMOND D. FOLEY AND ALICE SQUARTSOFF, ET AL

Plaintiff

Defendant

WILLIAM L. DONNING
Attorney for Plaintiff

Attorney for Defendant

Date of Filing NOVEMBER 8, 1989 JL

PERMANENT

SOVRAN MORTGAGE CORPORATION

DOCKET NO. _____

24TH JUDICIAL DIST. COURT

VS.

PARISH OF JEFFERSON

MARY MURRAY WIFE OF/AND RAYMOND
D. FOLEY AND ALICIA SQUARTSOFF
WIFE OF/AND JOHN A. DAIGLE

STATE OF LOUISIANA

PETITION FOR MORTGAGE FORECLOSURE BY EXECUTORY PROCESS
WITH APPRAISAL AND WITHOUT 3-DAY DEMAND

The petition of Sovran Mortgage Corporation, domiciled
in the state of Virginia, respectfully represents that:

1.

Made defendants herein are MARY MURRAY WIFE OF/AND
RAYMOND D. FOLEY AND ALICIA SQUARTSOFF WIFE OF/AND JOHN A.
DAIGLE.

2.

Plaintiff is the holder in due course of one certain
promissory note ("Note" or "Mortgage Note"), executed by John A.
Daigle and Alicia Squartsoff Daigle (and assumed by Raymond D.
Foley and Mary Murray Foley), to the order of BEARER, in the face
amount of Sixty Thousand Five Hundred and NO/100 Dollars
(\$60,500.00), payable in monthly installments of Five Hundred
Ninety-nine and 56/100 Dollars (\$599.56) each, beginning on
December 1, 1979, with installments due on the first day of each
successive calendar month thereafter, and stipulating 11.50% per
annum interest on the unpaid balance. This original Note is
attached as an exhibit.

3.

The Mortgage Note was paraphrased "Ne Varietur" by Leonard
M. Berins, Notary Public, on October 29, 1979, to identify it
with an Act of Mortgage ("Act of Mortgage"), executed on the same
day by the maker(s) of the Mortgage Note, in the same sum as the
Mortgage Note, to secure the payment of the Mortgage Note,
mortgaging the hereinafter described property.

ISSUED

DATE

not by appt w/out

11-13-89

M Landis

Deputy Clerk

CODED

390-239

PERMANENT

NOV 13 1989
file note & mortgage
in vault of
CODED

a.

112809 0773

4.

The Act of Mortgage was duly recorded in the Mortgage Records of the Parish of Jefferson, Louisiana at MOB 780, Folio 614, of the Official Records of that Parish. A certified copy of the Act of Mortgage is attached as an exhibit.

5.

The property mortgaged in the Act of Mortgage is described as follows:

A CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF JEFFERSON, STATE OF LOUISIANA, in Township 14 South, Ranges 23 and 24 East, Southeastern Land District of Louisiana, West of the Mississippi River, known as Harvey Canal Property, designated as Parcel P-2-A-2-A, all per plan of resubdivision by J. J. Krebs & Sons, Inc., C.E. & S., May 15, 1973, revised 2-26-73, 4-11-74, 5-5-75, 12-29-75 and 10-19-76 and approved by Jefferson Parish Council by Ord. No. 12617, adopted November 18, 1976 recorded in COB 879, folio 409, and which was subdivided into that part now known as WOODMERE SUBDIVISION, SECTION 5, per plan of resubdivision by J.J. Krebs & Sons, Inc. C.E. & S., October 19, 1976 and October 21, 1976, approved by Jefferson Parish Council Ord. No. 12617, recorded in COB 879, folio 409, and Act of Dedication before Odom B. Heebe, Notary Public, 12-21-76, in COB 880, folio 822, further described as follows:

LOT 1393, SQUARE "LL", which Square is bounded by Redbud Lane, Woodmere Boulevard, Deercreek Lane (side) and Alex Kornman Blvd. (side), and the said Lot commences at a distance of 422.43 feet from the corner of Woodmere Boulevard and Redbud Lane and measures thence 60.00 feet front on Redbud Lane, same in width in the rear, by a dept of 100.00 feet between equal and parallel lines. per survey of R.L. Schumann & Associates, dated October 22, 1979, a copy of which is attached to the Act of Mortgage recorded at MOB 780, Folio 614, Official Records of the Parish of Jefferson, Louisiana.

6.

The reverse of the above described note bears a "voided" endorsement by Engel Mortgage Company, Inc. to Federal National Mortgage Association. In truth and in fact, Federal National Mortgage Association has never acquired said promissory note and does not have and has never had any interest in said promissory note, and the said promissory note was endorsed to Federal National Mortgage Association in error, all as evidenced by the affidavit of Robert D. Steele, Jr., Vice President for Sovran Mortgage Corporation servicer for Federal National Mortgage Association, which is attached as an exhibit. Accordingly, the "voided" endorsement should be disregarded and should be treated as of no effect whatsoever.

112309 0774

7.

On January 2, 1985, the holder of the Mortgage Note, Amsouth Mortgage Company Inc. f/k/a Engel Mortgage Company, Inc., represented by Diane Spears, Assistant Vice President, executed an Act of Notarial Endorsement and Assignment of the Mortgage Note before Jean B. Turley, Notary Public, for the State of Alabama, County of Jefferson, assigning, selling and delivering the Mortgage Note to Sovran Mortgage Corporation, and the said Notary paraphrased the Mortgage Note to identify it with this Act of Assignment, the original or a certified copy of which is attached as an exhibit.

8.

The Mortgage Note was then endorsed to the order of Sovran Mortgage Corporation by Amsouth Mortgage Company f/k/a Engel Mortgage Company, Inc.

9.

On January 30, 1989, the property described herein was sold to Raymond D. Foley and Mary Murray Foley, who assumed the mortgage herein foreclosed upon and agreed to hold the seller(s) free from any and all liability thereon, said Act of Sale with Assumption being recorded at MOB 2449, Folio 240, Official Records of the Parish of Jefferson, Louisiana. A certified copy of this Act of Sale with Assumption is attached as an exhibit.

10.

The Mortgage Note is subject to credits paid on the principal in the total sum of Three Thousand Nine Hundred Forty and 34/100 Dollars (\$3,940.34), leaving an unpaid balance due on it in the sum of Fifty-six Thousand Five Hundred Fifty-nine and 66/100 Dollars (\$56,559.66), with interest paid and credited to March 1, 1989.

11.

The Act of Mortgage and Mortgage Note provide that if any deficiency in the payment of any installment under the note is not made good prior to the due date of the next such installment, the entire principal sum, interest, advances for the care and preservation of the property, and attorney's fees shall

112309 0775

at once become due at the option of the holder of the Mortgage Note without notice, demand, or putting in default.

12.

The Note is in default beginning with the payment which was due April 1, 1989, and in accordance with the terms of the Mortgage Note, plaintiff has exercised and does hereby exercise its option to declare the entire principal sum, interest, advances for the care and preservation of the property, and attorney's fees due and payable. The defendant(s) are therefore indebted to plaintiff in the full sum of Fifty-six Thousand Five Hundred Fifty-nine and 66/100 Dollars (\$56,559.66), with 11.50% per annum interest thereon from March 1, 1989 until paid, plus reasonable attorney's fees of 10% additional on both principal and interest.

13.

This amount is past due and remains unpaid despite amicable demand.

14.

The Act of Mortgage is evidenced by an authentic act importing a confession of judgment for the entire amount due plaintiff as set forth above.

15.

Plaintiff desires to have the mortgaged property sold with appraisal.

16.

The three day notice to pay was waived in the Act of Mortgage and/or Mortgage Note.

17.

Under the provisions of Louisiana Revised Statutes 13:4359, plaintiff demands that 100% of the purchase price shall be paid in cash at the moment of adjudication.

18.

Defendant(s) John A. Daigle and Alicia Squartsoff Daigle is (are) an absentee (absentees) from the State of Louisiana, their last known address being 437 Plantation Road,

1-12389 07760

Rock Hill, South Carolina 29730, and it is necessary that an attorney ad hoc be appointed to represent said defendant(s) in these proceedings, against whom all proceedings herein should be carried on.

WHEREFORE, the annexed exhibits considered, plaintiff respectfully prays that:

I.

An attorney ad hoc be appointed to represent the defendant(s) John A. Daigle and Alicia Squartsoff Daigle and that all further proceedings be carried on contradictorily against said attorney ad hoc.

II.

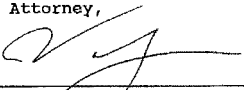
The Court order the issuance of a writ of seizure and sale directed to the Sheriff of Jefferson Parish, Louisiana, commanding him to seize the mortgaged property described in the petition, without 3-day demand (the same having been waived in the Act of Mortgage), and to sell it in accordance with all of the requirements of law, at public auction, for 100% cash at the moment of adjudication, with appraisal, to the highest bidder.

III.

Out of the proceeds of this sale plaintiff be paid by preference and priority over all other persons and creditors whomsoever, the full amount herein claimed, as follows:

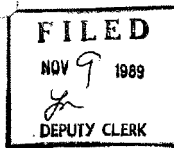
Balance due on principal of Mortgage Note	\$56,559.66
11.50% per annum interest thereon from March 1, 1989 until paid	To be computed
Attorney's fees - 10% of principal and interest	To be computed
Advances for insurance, taxes, and care and preservation of the property	To be computed
All costs.	

By Attorney,


 WILLIAM L. DOWNING
 LA BAR CODE # 14233
 WILLIAM L. DOWNING & ASSOCIATES
 P. O. Box 45213, DEPT. 398
 Baton Rouge, LA 70801
 (504) 291-0055
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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CODED

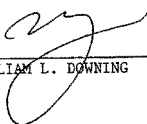


STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

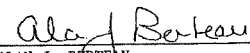
BEFORE ME, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared WILLIAM L. DOWNING, who, being by me first duly sworn, did depose and say:

That he is the duly authorized agent for SOVRAN MORTGAGE CORPORATION and as such is familiar with the account of the person(s) made defendant(s) herein; that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct to the best of his knowledge, information and belief.


 A handwritten signature of William L. Downing.

 WILLIAM L. DOWNING

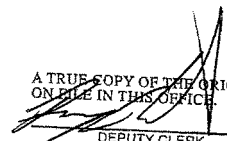
Sworn to and subscribed before me this 8 day of November, 1989, at Baton Rouge, Louisiana.


 A handwritten signature of Alan J. Bertheau.

 ALAN J. BERTHEAU

NOTARY PUBLIC

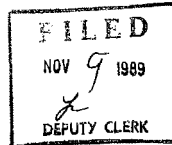
A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


 A handwritten signature of the Deputy Clerk.

 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

112599 0778

CODED



The foregoing petition, annexed documents, and the premises considered:

IT IS ORDERED that Robert S. Carby, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendant(s), John A. Daigle and Alicia Squartsoff Daigle, and let all proceedings herein, insofar as the said defendant(s) is (are) concerned, be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

IT IS FURTHER ORDERED that a writ of seizure and sale issue herein commanding the Sheriff of Jefferson Parish to seize and sell the property affected by the mortgage without 3-day demand (the same having been waived in the Act of Mortgage), with appraisal and according to law, for 100% cash at the moment of adjudication, except as to plaintiff who, if the successful bidder, shall have the right to retain in its hands that portion of the bid exceeding costs to the extent necessary to satisfy, in whole or in part, its claim herein.

READ, RENDERED, AND SIGNED at Gretna, Louisiana, this 9th day of November, 1989.

CODED
ON
NOV 14 1989
MINUTES

[Signature]
JUDGE, 24TH JUDICIAL DIST. COURT

INFORMATION FOR SERVICE:

Please serve John A. Daigle and Alicia Squartsoff Daigle through the court appointed attorney ad hoc

Last Known Address of Absentee Defendants:
437 Plantation Road
Rock Hill, SC 29730

Raymond D. Foley and
Mary Murray Foley
3852 Redbud Lane
Harvey, LA 70058

Property Address:
3852 Redbud Lane
Harvey, LA 70058

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
THOMAS PORTER, JR.
DIV

Nº 390663

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

BENEFICIAL FINANCE CO. OF LOUISIANA

Plaintiff

vs.

ISADORE J. GUIDRY

Defendant

RODNEY J. MADERE

Attorney for Plaintiff

Attorney for Defendant

Date of Filing

NOVEMBER 17, 1939 bc

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 390 663

DIVISION " "

DOCKET

BENEFICIAL FINANCE CO. OF LOUISIANA

VS

ISADORE J. GUIDRY

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS WITH CURATOR

The petition of Beneficial Finance Co of Louisiana , a corporation duly licensed and qualified to do business in the State of Louisiana, respectfully represents:

1.

That the defendant(s), Isadore J. Guidry was domiciled in the Parish of Jefferson, State of Louisiana.

2.

That the said defendants are indebted unto your petitioner in the full sum of \$55,000.00 together with interest thereon at the rate of 18% per cent from August 28, 1989 until paid, with 25% attorney fees on the principal and interest and for all costs of these proceedings, to-wit:

3.

That petitioner is the holder and owner of a certain promissory note dated May 23, 1984 in the principal sum of \$55,000.00 together with interest thereon at the rate of 18% per annum, executed by Isadore J. Guidry payable to the order of Beneficial Finance Co. of Louisiana which said note is due and payable in 360 monthly installments of \$828.89 all as more fully shown by the original note attached hereto and made a part hereof.

*Filed
Note
Held up
agreement
in file
NOV 1 1989
EB*

Not a part of pet
5/97 Edna Golsby

CODED-7

CODED-7

CODED-7

100439 0090

4.

That the above described promissory note is paraphed "Ne Varietur" by H. Edward Elizey, Notary Public, for identification with a collateral mortgage and pledge passed before him on May 23, 1984 in the amount of \$20,000.00 executed by Isadore J. Guidry, and recorded in MOB 920 FOLIO 160 in which act the defendant(s) granted a mortgage against the herein described property to secure the aforesaid promissory note all as more fully shown by a certified copy of the act annexed hereto and made a part hereof.

5.

That in the aforesaid act the defendant(s) did specifically mortgage, effect and hypothecate unto and in favor of any holder of the aforesaid notes, the following described property, to-wit:

THAT PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, prescriptions, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part known as HIGHWAY PARK SUBDIVISION, in SQUARE 444, thereof, bounded by Minnesota, Mississippi, West Napoleon Avenues and Fourth Street. That portion of ground is designated as LOT "K" on a plan of resubdivision made by Adloe Orr, Jr. and Associates, dated May 16, 1955, copy of which is annexed to act before John T. Charbonnet, Notary Public, on October 31, 1955, and according to which said survey, said lot measures as follows: LOT "K" forms the corner of Mississippi Avenue and Fourth Street and measures 65 feet front on Mississippi Avenue, same in width in the rear, by a depth and front on Fourth Street of 122.5 feet between equal and parallel lines, being composed of part of original lots 25, 26, and 27 and part of the original common alley in the rear; all as more fully shown on a plat of survey by Adloe Orr, Jr. and Associates, dated April 20, 1964, annexed to act of sale passed before Nat. B. Knight, Jr., Notary Public, dated May 20, 1964, being a sale by LuBeth Cohen, wife of, and James Richard Kurz to Jefferson Savings & Loan Association, reg. in COB ____, folio ____.

Being the same property acquired by owners herein in act dated 3-20-80, and registered in COB 978, folio 730.

122139 1406

Q 20139 0322

6.

That the aforesaid promissory note and act each stipulate that if default be made in the payment of any installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note, which provisions petitioner specifically pleads.

7.

That the defendant(s) have failed to pay the installment due on August 28, 1989 and the installments falling due thereafter, despite amicable demands and the note being in default, petitioner has and does hereby exercise its option to mature the unpaid balance of said note, together with the attorney's fee, interest and costs, as set forth below.

8.

That there is presently due and owing on the aforesaid mortgage note the principal sum of \$55,000.00 plus interest, at the rate stipulated in Article 2 hereinabove, the entire balance being in default.

9.

That the said note further provides for an attorney's fee of not more than 25% of the amount due in the event the note is sued upon or placed in the hands of an attorney for collection.

10.

That the act above mentioned is in authentic form and further imports a confession of judgment for the principal and interest of the note, and for taxes, insurance, attorney's fees and costs, all of which are secured by the mortgage on the above described property.

11.

That petitioner desires to have the property hereinabove described sold without appraisal, 10% down, the balance due in 30 days.

12.

That petitioner herein specifically pleads each and all of the stipulations, conditions, covenants and provisions of the said act as fully and completely as though the whole and each of them were copied herein.

13.

That the defendant(s) are not in the military service and neither have they been for ninety days prior to the filing of this petition.

20139 0322

020489 0190

14.

That the said defendants, Isadore J. Guidry, are absent within the meaning and contemplation of Article 5251 C.C.P. in that the whereabouts of the said defendant is unknown and he cannot be found and served after a diligent search, though he may be domiciled or actually be in the State and that it is necessary that the Court appoint an Attorney at Law to represent them and upon whom service can be made of notice of seizure and sale against whom this proceeding can be conducted contradictorily.


WHEREFORE, petitioner prays:

1. That an order of Executory Process issue herein, a writ of seizure and sale issue herein, directing the Sheriff, Parish of Jefferson, or the Sheriff of any other parish where the hereinabove described property may be located to seize and after notice of seizure, delays, advertisements and compliance with all requisites of law, to sell the hereinafter described property without appraisement, 10% down, the balance due in 30 days to the highest bidder.

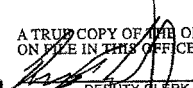
2. That out of the proceeds of said sale, petitioner be paid by preference and priority over all other persons and creditors whomsoever, the full amount claimed herein, that is \$55,000.00 with interest at the rate of 18% per annum from August 28, 1989 until paid, with 25% attorney fees on the principal and interest and for all costs of these proceedings, plus any additional costs or expenses that may be incurred by plaintiff to preserve, protect, etc. their security herein.

3. That an Attorney at Law be appointed by the Court to represent the absent defendant(s), Isadore J. Guidry, upon whom all legal notices and proceedings shall be served and against whom this proceedings can be conducted contradictorily.

4. For all such additional relief as law, equity and nature of the case may permit.


 ROONEY J. MADER
 Bar Role # 8246
 2607 Harvard Avenue
 Metairie, Louisiana 70001
 (504) 454-5906
 Attorney for Petitioner

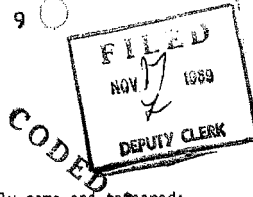
ATRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.


 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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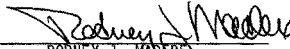
120489 0390

STATE OF LOUISIANA
PARISH OF JEFFERSON




BEFORE ME, the undersigned authority, personally came and appeared:

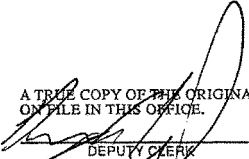
RODNEY J. MADERE, who, after first being duly sworn did depose that he is the attorney for the petitioner, in the above and foregoing petition, that he has read the same, that all of the allegations contained therein are true and correct to the best of his knowledge and belief and that the obligations of the defendant(s) to the petitioner has matured by virtue of the facts set forth.


RODNEY J. MADERE

Sworn to and subscribed before me this

16th day of November, 1989

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

122189 1409

20499 039

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 390663

DIVISION " "

DOCKET

BENEFICIAL FINANCE CO. OF LOUISIANA

VS

ISADORE J. GUIDRY

FILED: Nov 17, 1989

CODED-7

DEPUTY CLERK

ORDER

The foregoing petition, annexed documents and affidavit considered,

IT IS ORDERED, by this Court, that Executory Process issue herein and that a writ of seizure and sale issue herein, as prayed for and according to law.

IT IS FURTHER ORDERED, that, **Robert G. Creely**, be and is hereby appointed at Attorney at Law, to represent the absentee defendant(s), Isadore J. Guidry, upon whom all legal notices and proceedings shall be served; and that all proceedings against said defendants shall be conducted contradictorily against the aforesaid Attorney at Law, as provided by law.

THIS ORDER signed at Gretna, Louisiana this 17th day of November, 1989.

CODED-7

NOV 21 1989
ON MINUTES

JUDGE

NOTICE OF DEMAND HAS BEEN WAIVED
PLEASE SERVE NOTICE OF SEIZURE AND SALE ON:

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

122189 1410

DIV. A
JUDGE
DIV. HENRY PHILLIPS, JR.

Nº 389960

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

STANDARD MORTGAGE CORPORATION

VS.

Plaintiff

ROYAL ROBERT ARCENEAUX AND THERESA WOODARD, WIFE OF/AND KIRBY EARL, ET AL

Defendant

JAMES C. ARCENEAUX, III

Attorney for Plaintiff

Attorney for Defendant

Date of Filing NOVEMBER 2, 1989 JL

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO: 389-960
DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

STANDARD MORTGAGE CORPORATION
VERSUS

ROYAL ROBERT ARCENEUX
AND
THERESA WOODARD, WIFE OF/AND KIRBY EARL McLAIN, JR.

DIVISION "

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FILED FOR RECORD
DEC 1 1989

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation, which has its principal office at 300 Plaza, One Shell Square New Orleans, Louisiana, with respect represents:

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Theresa Woodard, wife of/and Kirby Earl McLain, Jr. who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of Standard Mortgage Corporation in the principal sum of \$65,000.00 dated March 26, 1986 payable at Standard Mortgage Corporation, New Orleans, Louisiana, or at such other place as the holder may designate in writing, in fixed monthly installments, including principal and interest of \$546.56 commencing on the first day of May, 1986 and payable in full on or before the first day of April, 2016. The said note bears interest at the rate of 9.5% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Mortgage dated March 26, 1986 and passed before Patricia B. Arnona, Notary Public in and for the Parish of Jefferson and two witnesses, and duly recorded in MOB 1465, folio 139, Parish

file note & mortgage in vault
DEC 1 1989
MOB 1465

ISSUED

DATE

DEC 1 1989

Deputy Clerk

389-960
389 960

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of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgement on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State

of Louisiana, to-wit:

THAT PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision thereof known as WESTMINSTER PARK EXTENSION NO. 2 SUBDIVISION, as shown on a survey of J.J. Krebs & Sons, Inc., C.E. & S., dated October 30, 1978, approved by the Jefferson Parish Council under Ordinance No. 13781, adopted on March 7, 1979, registered in COB 952, folio 429, and also according to the survey of J.J. Krebs & Sons, Inc., dated June 12, 1980, resurveyed August 22, 1980, resurveyed April 22, 1981 and described as follows, to-wit: LOT 4, SQUARE 15, which said square is bounded by Rue Louis Phillipe, Parcel C-2 (Side), The South Boundary of the Subdivision, Westminster Boulevard. Lot No. 4 commences 164.43' from the first point of curvature of Rue Louis Phillipe and Westminster Boulevard and measures thence 60.00' front on Rue Louis Phillipe, same width in the rear by depths of 100.00' on each side line.

All in accordance with a survey by Mandle Surveying, Inc., dated February 18, 1986.

Improvements thereon bear Municipal No. 7401 Rue Louis Phillipe, Marrero, La.

Being the same property acquired by Theresa Woodard, wife of/and Kirby Earl McLain, Jr. on April 29, 1981 registered in COB 1003, folio 95 and further acquired by Royal Robert Arceneaux on April 19, 1989 registered in COB 2177, folio 288.

VI.

By Act of Cash Sale and Assumption of Mortgage executed April 19, 1989, before Katherine L. Richardson, Notary Public, the above described property was transferred by Theresa Woodard, wife of/and Kirby Earl McLain, Jr. to Royal Robert Arceneaux, which said act is duly recorded in MOB 2571, folio 62, Parish of Jefferson, Louisiana; the said assumptor did assume, bind and obligate himself to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if he was the maker of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is

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marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Standard Mortgage Corporation, has been advised that the whereabouts Royal Robert Arceneaux, the present mortgagor herein, and Theresa Woodard, wife of/and Kirby Earl McLain, Jr., the original mortgagors herein, are unknown and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants.

VIII.

The assumptor having failed to make the payments required under the terms of his mortgage, is in default under the terms of said mortgage and Standard Mortgage Corporation, the last holder of the note, having given due notice to assumptor herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from June 1, 1989 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants Royal Robert Arceneaux and Theresa Woodard, wife of/and Kirby Earl McLain, Jr. and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell with appraisalment and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$63,631.62 with 9.5% percent interest thereon from May 1, 1989 until paid, together with reasonable attorney's fees on the

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total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY James C. Arceneaux
James C. Arceneaux, III
Bar Roll No. 2524
Attorney for Petitioner
1210 First N.B.C. Bldg.
New Orleans, LA 70112
(504) 522-8256

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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STATE OF LOUISIANA
PARISH OF ORLEANS

CODED



BEFORE ME, the undersigned authority, personally came and appeared:

ANTHONY P. PERNICIARO

who, upon being first duly sworn, did depose and say;

That he is a Vice President of Standard Mortgage Corporation and, as such, is familiar with the account of Royal Robert Arceaneaux and Theresa Woodard, wife of/and Kirby Earl, Account No. 43139 (898)4 (present mortgagor) McLain, Jr. which said account has a principal balance of \$ 63,631.62 plus interest at a rate of 9.5% from May 1, 1989, until paid, which said account is currently due for the months of June 1, 1989 until date; and moreover that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

SWORN TO AND SUBSCRIBED BEFORE.

ME THIS 1st DAY OF November, 1989.

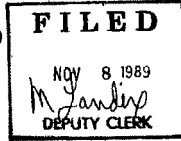
James P. Arceaneaux
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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CODED

ORDER

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, with appraisalment.

Let Robert H. Creely, Esq. be appointed Curator-ad-Hoc to represent the absent defendants, Royal Robert Arceneaux and Theresa Woodard, wife of/and Kirby Earl McLain, Jr.

Gretna, Louisiana

November 8, 1989

NOV 9 1989

ON MINUTES

JUDGE

PLEASE SERVE:

Robert H. Creely, Esq.
Curator ad hoc to represent
the absent defendants
Royal Robert Arceneaux
and
Theresa Woodard, wife of/and
Kirby Earl McLain, Jr.

With notice of seizure and sale
(notice of demand waived)

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON

DIV. A
JUDGE
& THOMAS PORTEOUS, JR.

DIV _____

Nº 391574

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

MUTUAL SAVINGS & LOAN ASSOCIATION (FORMERLY MUTUAL HOMESTEAD ASSOCIATION)

Plaintiff

vs.

GAYLORD J. WILSON

Defendant

STANLEY McDERMOTT, JR.,
Attorney for Plaintiff

Attorney for Defendant

Date of Filing DECEMBER 7, 1989 kt.

HP Exhibit 0189 (44)

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 391-574

DIVISION "A"

DOCKET NO.

MUTUAL SAVINGS & LOAN ASSOCIATION
(FORMERLY MUTUAL HOMESTEAD ASSOCIATION)

VS.

GAYLORD J. WILSON

FILED: _____ 1989

Deputy Clerk

PETITION FOR APPOINTMENT OF
CURATOR AD HOC

The petition of Mutual Savings & Loan Association, plaintiff
herein, with respect, represents:

I.

The Sheriff for the Parish of Jefferson has been unable to
serve the defendant, Gaylord J. Wilson, after due and diligent
attempts.

II.

Petitioner is informed and believes that the defendant has
moved from his present address and is an absentee, and on
suggesting to the court that the defendant has vacated the property
and left no forwarding address; that it is necessary that a curator
ad hoc be appointed to represent him against whom these proceedings
can be carried on contradictorily,

WHEREFORE, petitioner prays that a curator ad hoc be appointed
to represent the absentee defendant, Gaylord J. Wilson.

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Stephen P. Schott
Bar No. 2096
MONTGOMERY, BARNETT, BROWN,
READ, HAMMOND & MINTZ
3200 Energy Centre
1100 Poydras Street
New Orleans, LA 70163
Telephone: (504) 585-3200

O R D E R

Considering the foregoing petition, let Robert G. Acely, attorney at law, be and he is

ISSUED

MAY 21 1989

DATE

Deputy Clerk

not of appt
MAY 21 1989
Deputy Clerk
CODED

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hereby appointed curator ad hoc to represent Gaylord J. Wilson,
defendant herein.

Gretna, Louisiana

May 17th, 1990

[Signature]
J U D G E
MAY 18 1990
14 MINUTES
CODED

PLEASE SERVE:

Curator-Ad-Hoc for
Gaylord J. Wilson

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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DIV. A
JUDGE
A. THOMAS MATTHEWS, JR.

DIV

Nº 392006

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

NATIONAL CITY MORTGAGE COMPANY (FORMERLY THE FIRST NATIONAL BANK OF

LOUISVILLE)

VS.

DANE H. HARRIS AND DARLENE BOZZELLE HARRIS

THOMAS J. BYRNE, JR.

DEC. 18, 1989

Date of Filing

dg

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89-0219

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 392,006

DIVISION "A"

NATIONAL CITY MORTGAGE COMPANY
(FORMERLY THE FIRST NATIONAL BANK OF LOUISVILLE)

VERSUS

DANE H. HARRIS
(A/K/A DANE HENRY HARRIS)

AND

DARLENE BOZZELLE HARRIS
(A/K/A DARLENE ELIZABETH BOZZELLE HARRIS)

FILED
JAN 11 3 30 PM '99
PARISH OF JEFFERSON

FILED: _____

DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of National City Mortgage Company (formerly The First National Bank of Louisville), through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Dane H. Harris and Darlene Bozzelle Harris, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Dane H. Harris and Darlene Bozzelle Harris.

IT IS ORDERED BY THE COURT, that Robert Creely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Dane H. Harris and Darlene Bozzelle Harris, in these proceedings and that the requisite three (3) day notice of demand

ISSUED

CODE

JAN 26 1999

M Landis
Deputy Clerk

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for payment be issued herein and served upon said attorney, and
after all necessary delays that a Writ of Seizure and Sale issue
herein, and be served upon said attorney at law.

Gretna, Louisiana, this 16th day of January, 19 90

JAN 17 1990

MINUTES

JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Jane Faia Mentz

THOMAS W. BYRNE, JR.
Louisiana Bar Roll #17501
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
Attorney's for Plaintiff
601 Papworth Avenue - Suite 200
Metairie, LA 70005
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK

24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

1 0 0 2 9 0 2 3 7 5

DIV. A

JUDGE
L. THOMAS PORTERUS, JR.

DIV

N° 392036

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

AMERICAN GENERAL FINANCE CO., INC. FORMERLY CREDITTHRIFT OF AMERICA, INC.

VS.

KEITH J. GROS

JULES A. FONTANA, JR.

Date of Filing DEC. 18, 1989 dg

002000015

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
 STATE OF LOUISIANA
 NO. 392-036 DIVISION "A"
 AMERICAN GENERAL FINANCE, INC. ET.
 VERSUS
 KIETH J. GROS
 FILED: _____ :DEPUTY CLERK

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel comes, General Finance, Inc. Et. Al. and who with respect represents:

I.

Defendant(s), Kieth J. Gros, has(have) not been served with the notice of seizure, in the above captioned proceedings, that it is necessary to serve them in order to go forward with the sale of the security which was seized under a writ of seizure and sale; that said seizure was effected in the Parish of Jefferson, consequently, petitioner asks that this court appoint a curator to represent defendant(s) in that case.

WHEREFORE, petitioner prays that a curator be appointed to represent Kieth J. Gros in these proceedings.

Jules A. Fontana, Jr. 5645
 JULES A. FONTANA, JR.
 Attorney at Law
 1022 Loyola Avenue / Phone: 581-9545
 New Orleans, Louisiana 70113

ORDER

IT IS HEREBY ORDERED, that *Richard D. Cuddy* be appointed curator to represent the defendant(s) in the above captioned proceedings.

Gretna, Louisiana this 16th day of August, 1990.

CODED

JUDGE

PLEASE SERVE:
 CURATOR

ISSUED

SEP 27 1990

DATE

S/ MYRA LANDIX
 Deputy Clerk

A TRUE COPY OF THE ORIGINAL
 TO BE FILED IN THIS CASE.

DEPUTY CLERK

24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

AUG 17 1990

DIV. A

JUDGE

DIV. & THOMAS PORTEOUS, JR.

Nº 392510

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

BANCOSTON MORTGAGE CORPORATION (F/K/A MORTGAGE CORPORATION OF THE

SOUTH)

vs.

Plaintiff

MICHAEL SIMOULIDIS, DONNA APAZIDIS SIMOULIDIS, STELLA PSARRAS IMPROGLOU,

AND ANGELLOS IMPROGLOU

Defendant

THOMAS J. BYRNE

Attorney for Plaintiff

Attorney for Defendant

Date of Filing DECEMBER 29, 1989 bc

2953

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0121490 1408

89-0907

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 392,510

DIVISION ""A""

(P) BancBoston Mortgage Corporation
(f/k/a Mortgage Corporation of the South)

VERSUS

MICHAEL SIMOULIDIS

AND

DONNA APAZIDIS SIMOULIDIS

AND

STELLA PSARRAS IMPROGLOU

AND

ANGELLOS IMPROGLOU

FILED:

DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of BancBoston Mortgage Corporation (f/k/a Mortgage Corporation of the South), through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Michael Simoulidis, Donna Apazidis Simoulidis, Stella Psarras Improglou and Angellos Improglou is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) Michael Simoulidis, Donna Apazidis Simoulidis, Stella Psarras Improglou and Angellos Improglou.

ISSUED

FEB 14 1990

DATE

Deputy Clerk

392-510

C 0 2 1 4 9 0 1 4 5 9

IT IS ORDERED BY THE COURT, that Robert D. Cooley
 attorney at law be and he is hereby appointed curator ad hoc for
 defendant(s), Michael Simoulidis, Donna Apazidis Simoulidis,
 Stella Psarras Improglou and Angellos Improglou in these
 proceedings and that the writ of seizure and sale be issued
 herein and served upon said attorney at law.

Gretna, Louisiana, this 7th day of February, 19 90

FEB - 8 1990
 ON MINUTES

JUDGE

CODED - 11

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Thomas D. Byrne, Jr.
 THOMAS D. BYRNE, JR.
 Louisiana Bar Roll #17501
 JANE FAIA MENTZ
 Louisiana Bar Roll No. 16908
 Attorney's for Plaintiff
 601 Papworth Avenue - Suite 200
 Metairie, LA 70005
 (504) 831-7726

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

392-510

MOIN 42

0 1 3 1 9 0 0 7 3 9

DIV. A
JUDGE
J. THOMAS PORTER, JR.

Nº 392742
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

DELTA BANK AND TRUST COMPANY

Plaintiff

VS.

AMBERSON M. WEBB

Defendant

DOMINICK SCANDURRO, JR.
Attorney for Plaintiff

Attorney for Defendant

Date of Filing JANUARY 5, 1990 JL

0 1 3 1 9 0 0 UNV
 24TH JUDICIAL DISTRICT FOR THE PARISH OF JEFFERSON - 71
 STATE OF LOUISIANA
 JUDGE THOMAS PORTER

NO. 392-742 DIVISION " "

DELTA BANK AND TRUST COMPANY

versus

AMBERSON M. WEBB

FILED:

DEPUTY CLERK

PETITION FOR EXECUTORY
 PROCESS AND APPOINTMENT OF CURATOR

The DELTA BANK AND TRUST COMPANY, a Louisiana banking corporation, doing business in the Parish of Plaquemines, State of Louisiana, respectfully shows:

I.

The defendant, AMBERSON M. WEBB, a person of the full age of majority and domiciled in the Parish of Jefferson.

II.

Petitioner is the holder of a promissory note in the amount of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS attached as Exhibit P-1, which was executed on April 27, 1983, by defendant, as maker, payable to the order of "Bearer" and payable on Demand with interest at the rate of twelve (12%) per cent per annum from date until paid and providing for attorney's fees of 25% of the principal and interest due should an attorney be employed to enforce collection of the note.

III.

The attached note was paraphed by Joseph E. Defley, Jr., Notary Public, to identify with an authentic act of collateral mortgage executed before him on April 27, 1983, a certified copy of the act is attached as Exhibit P-2, respectively. In this authentic act, the collateral mortgage was recorded in MOB

BURRIG,
 SGANDURRO
 & WAID

ISSUED

DATE

In Landers
 Deputy Clerk

JAN 25 1984
 file note & mortgage in suit
 mob

013190 0791

877/852, of the records of this parish, the defendants granted a mortgage in favor of any future holder of the attached note, to secure its payment, on the following described property

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as MANOR HEIGHTS EXTENSION SUBDIVISION, being a resubdivision of Lots A, 20 B, A 21 B and 1/2 of A 21 A of Section B, Ames Farms, and according to a plan of said subdivision by John W. Mitchell, Surveyor, dated October 8, 1958, revised February 2, 1959, approved by the Jefferson Parish Council, Ordinance No. 3932, recorded in the Clerk of Court's Office in the Parish of Jefferson, Entry Number 157 089, and Ordinance No. 3990, recorded in the Clerk of Court's Office in the Parish of Jefferson, Entry No. 157 D90, said lot is designated as LOT ONE (1) of SQUARE THREE (3), which said square is bounded by BONNIE ANN DRIVE, JEFFREY STREET, MANOR HEIGHTS SUBDIVISION and CANAL ROAD; said lot measures 84.98 feet front on Jeffrey Street; has the same width in the rear, and a depth between equal and parallel lines of 73.27 feet, said lot forming the corner of Jeffrey Street and Bonnie Ann Drive. The above and foregoing is in accordance with a plan of survey by J.J. Krebs and Sons, C.E. dated April 19, 1962.

Being the same property acquired by AMberson M. Webb from Pelican Homestead and Savings Association on May 28, 1976, as per act before John H. Norman, Notary Public, Parish of Orleans, recorded in the Parish of Jefferson, in C.O.B. 863, Folio 879, M.O.B. 679, Folio 462 on June 4, 1976.

IV.

Petitioner is the holder of a hand note in the amount of THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY ONE AND 20/100 (\$38,791.20) DOLLARS attached as Exhibit P-3, executed on August 23, 1989, by defendants, as maker, payable in eleven (11) equal installments of \$746.05 each, to commence on October 1, 1989, with a final payment in the amount of \$34,723.14 due on September 1, 1990, for a total of twelve (12) installments, bearing interest at the rate of eleven (11%) per cent per annum until paid, providing for attorney's fees of 25% of principal and interest due, if an attorney is employed to enforce collection. This note is secured by the Pledge of Collateral Mortgage and

U 1 3 1 9 0 0 7 9-2

Note executed by defendant on August 23, 1989, and attached hereto as Exhibit P-4.

V.

In this act of mortgage, the defendant confessed judgment on the attached note, and consented to the seizure and sale of the mortgaged property under executory process if the note was not paid in accordance with its terms; waived the demand for payment prior to seizure; and further waived the benefit of appraisal of the property prior to judicial sale.

VI.

The defendant has not made any of the installments due and under the terms of the note, the entire unpaid balance of \$38,791.20, principal, plus accrued interest of \$841.71 through November 3, 1989, with interest thereafter at the rate of 11%, and for attorney's fees and costs mentioned above, is now due and payable.

VII.

This court has jurisdiction over the property against, which the mortgage is sought to be enforced, but since the defendant, although a resident of this Parish, cannot be served personally with process, because he is an absentee, an attorney at law should be appointed by the court to represent the defendant.

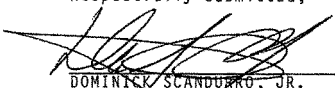
WHEREFORE, petitioner, DELTA BANK AND TRUST COMPANY, prays that an attorney at law be appointed to represent the absent defendant in this proceeding; and a writ of seizure and sale be issued forthwith, directing the civil sheriff to seize and sell the following mortgaged property WITH APPRAISAL, and according to law, to satisfy petitioner's claim in the amount of THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-ONE AND 20/100 (\$38,791.20) DOLLARS plus EIGHT HUNDRED FORTY-ONE AND 71/100 (\$841.71) DOLLARS in accrued interest as of November 3, 1989, with eleven (11%) percent interest per annum thereon from November 3, 1989, until paid and attorney's fees of twenty-five (25%) percent of the principal and interest, and for all costs of these proceedings

013190 0793

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as MANOR HEIGHTS EXTENSION SUBDIVISION, being a resubdivision of Lots A, 20 B, A 21 B and 1/2 of A 21 A of Section B, Ames Farms, and according to a plan of said subdivision by John W. Mitchell, Surveyor, dated October 8, 1958, revised February 2, 1959, approved by the Jefferson Parish Council, Ordinance No. 3932, recorded in the Clerk of Court's Office in the Parish of Jefferson, Entry Number 157 089, and Ordinance No. 3990, recorded in the Clerk of Court's Office in the Parish of Jefferson, Entry No. 157 090, said lot is designated as LOT ONE (1) of SQUARE THREE (3), which said square is bounded by BONNIE ANN DRIVE, JEFFREY STREET, MANOR HEIGHTS SUBDIVISION and CANAL ROAD; said lot measures 84.98 feet front on Jeffrey Street; has the same width in the rear, and a depth between equal and parallel lines of 73.27 feet, said lot forming the corner of Jeffrey Street and Bonnie Ann Drive. The above and foregoing is in accordance with a plan of survey by J.J. Krebs and Sons, C.E. dated April 19, 1962.

Being the same property acquired by AMBERSON M. Webb from Pelican Homestead and Savings Association on May 28, 1976, as per act before John H. Norman, Notary Public, Parish of Orleans, recorded in the Parish of Jefferson, in C.O.B. 863, Folio 879, M.O.B. 679, Folio 462 on June 4, 1976.

Respectfully submitted,

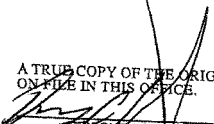

DOMINICK SCANDURRO, JR.
BAR NO. 11750
BUBRIG, SCANDURRO & WAID
601 N. Belle Chasse Hwy.
Suite 304
Belle Chasse, Louisiana 70037
Telephone: (504) 392-3308

Please Serve Defendant
through the Attorney at Law
appointed to represent him

Property Location:

BUBRIG,
SCANDURRO
& WAID

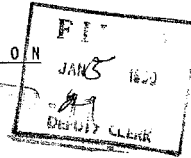
A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

013190 0294

VERIFICATION

STATE OF LOUISIANA
PARISH OF PLAQUEMINES



BEFORE ME, the undersigned authority, personally came
and appeared:

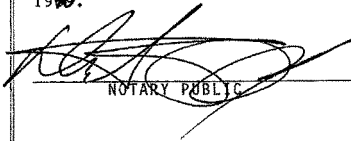
DARRELL ROY

who, after being duly sworn, did depose and state:

That he is the Senior Vice President and Cashier of
DELTA BANK AND TRUST COMPANY in the above and foregoing petition,
and that he has read the Petition and that all the allegations
contained therein are true and correct to the best of his
knowledge and belief.

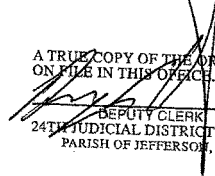

DARRELL ROY

SWORN TO AND SUBSCRIBED BEFORE
ME, THIS 4th DAY OF January,
1900.


NOTARY PUBLIC

HURRIG,
SCANDORNO
& WAID

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

C 013190 0995

24TH JUDICIAL DISTRICT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.

DIVISION " "

DELTA BANK AND TRUST COMPANY

versus

AMBERSON M. WEBB

FILED:

CODED-901

Mira Landis
DEPUTY CLERKORDER

Considering the allegations of the Petition for
 Executory Process and the Exhibits attached hereto

Robert H. Creely, Attorney at Law is appointed to
 represent the absent defendant in this proceeding:

IT IS FURTHER ORDERED that a Writ of Seizure and Sale be
 issued herein forthwith immovable property, as prayed for and
 according to law.

1990. Gretna, Louisiana, this 9th day of January.
~~1989~~.

ON MINUTES
 JAN 10 1990
 CODED 11

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THE OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
E. THOMAS PORTER, JR.
DIV

Nº 393827

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

SOUTHWEST SAVINGS ASSOCIATION

VS.

STEVEN CRAIG THOMPSON

Plaintiff

Defendant

JOHN C. MORRIS, III

Attorney for Plaintiff

Attorney for Defendant

Date of Filing JANUARY 25, 1990 PC

4/50

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH JUDICIAL DISTRICT COURT

SOUTHWEST SAVINGS ASSOCIATION

FILED: _____

VERSUS NO. 393-827

STEVEN CRAIG THOMPSON

DIV. A
JUDGE
R. THOMAS MORGAN, JR.

DEPUTY CLERK

SUIT ON NOTE WITH REDEMPTION OF MORTGAGE

NOW INTO COURT, through undersigned counsel, comes SOUTHWEST SAVINGS ASSOCIATION, legal successor to Stockton Savings Association, authorized to do business in Louisiana, who respectfully represents:

1.

Made defendant herein is Steven Craig Thompson, who resides in Denver, Colorado; accordingly, plaintiff requests that a curator ad hoc be appointed to represent him in connection herewith.

2.

Defendant is the owner of the property described in Paragraph 6 herein, and is the makers of one certain promissory note in the original principal sum of \$65,950.00 dated October 4, 1985, payable to the order of Troy & Nichols, Inc., (the "note") and paraphed for identification with an act of mortgage of even date therewith affecting the property described in Paragraph 6 herein. The note has been assigned by Troy & Nichols, Inc. to the plaintiff.

3.

The said note was payable in monthly installments and the defendant has defaulted on the note and mortgage by failing to pay, when due, the monthly installments for July 1, 1989 and the defendant remained in default thereafter by failing to pay in full such installment and all successive monthly installments and other amounts due on the note and mortgage before plaintiff, pursuant to the provisions of the note and mortgage, accelerate the entire indebtedness represented by the note and mortgage, which entire indebtedness remains unpaid.

4.

Plaintiff is owed the following amounts under the note: principal in the amount of \$65,950.00; interest at 9.0% per annum from June 1, 1989 until paid; amounts due for taxes and insurance premiums at the rate of \$21.03 per month from June 1, 1989 and any additional amounts which plaintiff, as permitted by the note and mortgage, hereafter advances and proves according to law for taxes, assessments, repairs to and maintenance of the property, attorney's fees and all costs hereof.

ISSUED

DATE

FEB 13 1990

DEPUTY CLERK

393827

Filed assign of note
 in court
 FEB 13 1990
 No original note called

9 2 2 3 9 0 2 1 5 9

5.

The indebtedness due plaintiff and the obligations owed under the mortgage are represented by the following:

- (A) Copy of the promissory note paraphred for identification with the act of mortgage (Exhibit A)
- (B) Certified copy of the act of mortgage (Exhibit B)
- (C) Assignment of the note from Troy & Nichols, Inc., Stockton Savings Association (Exhibit C)

6.

Plaintiff is entitled to enforce the aforescribed mortgage and hereby requests recognition of same, which affects the following described property located in Jefferson Parish, to-wit:

Unit 9 of La Maison De Le Bonne Vie Condominium, a condominium estate created by act before Henry O'Connor, N.P. dated March 31, 1982, and registered in COB 1023, folio 312 and amended by private act dated October 8, 1982 and October 16, 1982, registered in COB 1034, folio 565, according to which said unit forms a part of the following property:

That certain lot of ground, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision known as Harlem Parkway Subdivision, designated as Lots Nos. 6 - 18, both inclusive, in Square No. 48, which square is bounded by West Esplanade Avenue (formerly 10th Street), the East boundary of Harlem Parkway Subdivision, 9th Street, and Ridgelake Drive, as delineated on a survey by Edward L. Clinton, Registered Land Surveyor, dated June 24, 1981, and according thereto, said lots of ground are described as follows:

Lots Nos. 6 - 10 adjoin each other and measure each 25 feet front on Ridgelake Drive, the same in width in the rear, by a depth of 120 feet between equal and parallel lines. Lot No. 10 forms the northeast corner of West Esplanade Avenue, and Ridgelake Drive.

Lots Nos. 11 - 18 adjoin each other, and measure each 25 feet front on West Esplanade Avenue, same in width in the rear, by a depth of 120 feet, between equal and parallel lines. Lot No. 11 lies nearer to and commences at a distance of 120 feet from the northeast corner of West Esplanade Avenue and Ridgelake Drive, the westerly sideline thereof being common with the rear or eastern lines of the aforesaid lots 1 - 6.

Lots 6 - 18 together form a portion of ground which measured along its southern line, a distance of 200 feet front on the north line of West Esplanade Avenue, by a depth along its western line, fronting on the east line of Ridgelake Drive, of 120 feet, a width in the rear along its northern line of 320 feet, and a depth on its eastern line, along the East boundary of the subdivision of 120 feet.

Said lots further have been resubdivided into 18-A, by Ordinance No. 14804, dated July 8, 1981, and registered in COB 1008, folio 230. Said units include east a 2.78% in common elements as defined in aforesaid acts creating condominium estate.

7.

Plaintiff requests that the court render judgment in favor of the plaintiff in the amount set forth in Paragraph 4 hereof and that the

393 p27

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aforedescribed mortgage be recognized and declared enforceable in accordance with law.

WHEREFORE, PLAINTIFF PRAYS that judgment be rendered herein in its favor and against the defendant in the full sum of \$65,950.00 together with interest at 9.0% per annum from June 1, 1989 until paid; amounts due for taxes and insurance premiums at the rate of \$21.03 per month from June 1, 1989 and any additional amounts which plaintiff, as permitted by the note and mortgage, hereafter advances and proves according to law for taxes, assessments, repairs to and maintenance of the property, attorney's fees and all costs hereof.

PLAINTIFF FURTHER PRAYS that the mortgage in its favor be recognized.

PLAINTIFF FURTHER PRAYS that the court appoint a curator ad hoc to represent the absent defendant.

THOMPSON, SPARKS, DEAN & MORRIS
1401 Royal Avenue
P. O. Box 2867
Monroe, LA 71207-2867
(318) 388-1440

BY:

JOHN C. MORRIS, III (Bar #9732)
ATTORNEY FOR SOUTHWEST SAVINGS
ASSOCIATION

JAN 29 1990

VERIFIED

ORDER

Considering the foregoing:

IT IS ORDERED that Robert D. Creely, attorney at law, be and is hereby appointed curator ad hoc to represent the absentee defendant, Steven Craig Thompson, upon whom service of process may be made.

Franklinton, Louisiana, this 29th day of January, 1990.

ON MINUTES
FEB - 1 1990

JUDGE

VERIFIED

LAST KNOWN ADDRESS OF DEFENDANT: Stapleton Airport POB 337, Denver, Colorado, 80207

PROPERTY ADDRESS: 3629 Ridgelake Avenue, Unit 9, Metairie, Louisiana, 70003.

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

393827

3 2 6 9 0 1 8 4 0

AMATO AND CREELY
A PROFESSIONAL LAW CORPORATION
901 DERBIGNY STREET
POST OFFICE BOX 441
GRETN, LOUISIANA 70054-0441
TELEPHONE: 504-367-8181
TELEFAX: 504-362-5168

March 19, 1990

Clerk of Court
Parish of Jefferson
New Gretna Courthouse
Gretna, Louisiana 70053

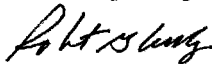
Re: Southwest Savings Association
v. Steven Craig Thompson
24th JDC No. 393-827

Dear Sir:

Please be advised that the defendant, Steven Craig Thompson, has retained the services of Ms. Paula R. George, to represent his interests in the above matter. Accordingly, I have this date filed a Motion to Withdraw as Curator ad Hoc for the defendant and request that the curator fee deposited with your office be forwarded to my office at your next convenience.

With all good wishes, I remain,

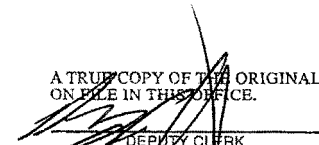
Yours very truly,



ROBERT G. CREELY

RGC/da

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.



DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 394035

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

VICTORIA MORTGAGE COMPANY

Vs.

JOANNE DAWKINS MCKEE, JOHN HAROLD MCKEE, LARRY

MCKINNEY AND ELLA DEE CARTER

THOMAS J. BYRNE, JR.

Attorney for Plaintiff

Attorney for Defendant

JANUARY 30, 1990 bc

Date of Filing

DIV
DIV. A
JUDGE
L. THOMAS PORTER, JR.

PERMANENT

89-0956

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 394-035

VICTORIA MORTGAGE COMPANY

VERSUS

JOANNE DAWKINS MCKEE

AND

JOHN HAROLD MCKEE

AND

LARRY MCKINNEY

AND

ELLA DEE CARTER

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS
WITH BENEFIT OF APPRAISAL

The petition of Victoria Mortgage Company, a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Bearer", made, subscribed and executed by JoAnne Dawkins McKee and John Harold McKee defendants herein, which said note is dated May 30, 1986, in the original principal sum of Fifty-Two Thousand Five Hundred Fifty and No/100 (\$52,550.00) Dollars, with principal and interest payable at the rate of Four Hundred Forty-One and 87/100 (\$441.87) Dollars per month, commencing on the first day of July, 1986, and bearing Nine and One-Half (9.50%) percent per annum interest from date, and providing that said note shall bear reasonable attorney's fees, which said note is secured and is officially paraphed "Ne Varietur" in conformity with an Act of Mortgage passed before Adrea D. Heebe, Notary Public, dated May 30, 1986 and which mortgage is recorded in Mortgage Office Book 1533, folio 47, Entry Number 86-25040, Parish of Jefferson, State

ISSUED not of appt

DATE FEB 16 1990

M. Linder

PERMANENT

FEB 16 1990

file note & mortgage
in vault

CODED-11

DIV. A
JUDGE
DIVISION
& THOMAS PORTER, JR.

Donna B. Smith

0 2 3 9 0 2 7 7 5 0

of Louisiana. Said note is secured by an Act of Mortgage in favor of "Buckeye Financial, Inc." on the following described property, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part thereof known as LIVE OAK MANOR SUBDIVISION, all as per plan of subdivision by Subdivision Planning Engineers, Inc., dated March 16, 1959, revised June 9, 1959, approved under Ordinance No. 4152, adopted by the Jefferson Parish Council, filed of record under Entry No. 159352, in COB 486, folio 469, and as per Act of Dedication before Harold J. Zeringer, Jr., Notary Public, dated September 16, 1959, filed of record under Entry No. 160982 in COB 488 folio 343, said lot being more particularly described as follows, to-wit:

Lot 15, Square 9, is bounded by Jeffer Drive, Duffy Street (side), 20 foot drainage servitude and Dolores Drive (formerly Dolores Street), said lot commences at a distance of 556.00 feet from the intersection of Dolores Drive and Jeffer Drive and measures thence 55.00 feet front on Jeffer Drive, same width in the rear, by a depth of 95.00 feet between equal and parallel lines. All in accordance with a survey by Surveyors Incorporated dated March 31, 1986 and resurveyed May 5, 1986 to show improvements.

Improvements thereon bear the Municipal Number 356 Jeffer Drive, Waggaman, Louisiana 70094.

II.

Said note is endorsed "Pay without recourse to Buckeye Federal Savings and Loan Association, Buckeye Financial, Inc." and paraphred "Ne Varietur" for identification with an act of notarial endorsement and assignment of mortgage and mortgage note passed before Adrea D. Heebe, Notary Public, dated May 30, 1986, which transferred said note from Buckeye Financial, Inc. to Buckeye Federal Savings and Loan Association. Said note is further endorsed in blank by Buckeye Federal Savings and Loan Association, however, as appears by the annexed affidavit by Buckeye Federal Savings and Loan Association, said endorsement was not consummated and the blank endorsement has been duly cancelled on the rear of said note. Said note is further endorsed "Pay to the Order of Victoria Mortgage Company, without recourse, this 23rd day of August 1988, Buckeye Federal Savings and Loan Association", which, together with an act of notarial endorsement and assignment of mortgage note passed before Tamalyn Ruiz, Notary Public, dated November 1, 1988, transferred said note from Buckeye Federal Savings and Loan Association to

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Victoria Mortgage Company. Said note is further endorsed in blank by Victoria Mortgage Company, however, as appears by the annexed affidavit by petitioner, said endorsement was not consummated and the blank endorsement has been duly cancelled on the rear of said note. Accordingly, Victoria Mortgage Company, your petitioner herein, is the last holder and owner of said note.

III.

In the above described Act of Mortgage, the said mortgagors, JoAnne Dawkins McKee and John Harold McKee, confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash with or without appraisal, and without the necessity of legal demand for payment, or putting in default. The said Act of Mortgage further provides that the said mortgagors do not have the right to sell, alienate or encumber the said property to the prejudice of the said act. The said act further provides that the mortgagors will pay the reasonable fees of the attorney at law employed to collect the note and mortgage. Said mortgagors have likewise waived all homestead exemptions.

IV.

The said note and mortgage further provides that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

V.

The said mortgage further provides that if the monthly payments stipulated in said act of Mortgage are in arrears mortgagor will, at creditor's option, pay to creditor a "late charge" not exceeding four per centum (4%) of any installment which is paid more than fifteen (15) days after the due date

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thereof, to cover the extra expense involved in handling delinquent payments. That the monthly payments are in the sum of \$480.28, which allows the creditor to charge a late charge of \$19.21 on each installment delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said JoAnne Dawkins McKee and John Harold McKee, John Harold McKee being represented through his agent and attorney in fact, did, by an act of sale with assumption of mortgage passed before Anne W. Schneider, Notary Public, dated April 27, 1989, recorded in Mortgage Office Book 2524, folio 124, Entry No. 89-19156, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to Larry McKinney and Ella Dee Carter. That in said act of sale with assumption of mortgage the said Larry McKinney and Ella Dee Carter did assume and obligate themselves to all of the original terms and conditions of the note and mortgage sued upon herein.

VII.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on June 1, 1989 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of \$51,512.21 together with interest at the rate of Nine and One-Half (9.50%) percent per annum from May 1, 1989, plus late charges of \$19.21 on each delinquent installment since June 16, 1989, together with reasonable attorney's fees are due, owing and unpaid.

VIII.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of Fifty-Two Thousand Five Hundred Fifty and No/100 (\$52,550.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the act of mortgage, marked as Plaintiff's Exhibit "B", (3) A certified true copy of the act of notarial endorsement and assignment of mortgage note by Buckeye Financial, Inc. to Buckeye Federal Savings and Loan Association, marked as Plaintiff's

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Exhibit "C", (4) An affidavit by Buckeye Federal Savings and Loan Association of non-consummation and cancellation of blank endorsement, marked as Plaintiff's Exhibit "D", (5) A certified true copy of the act of notarial endorsement and assignment of mortgage note by Buckeye Federal Savings and Loan Association to Victoria Mortgage Company, marked as Plaintiff's Exhibit "E", (6) Petitioner's affidavit of non-consummation and cancellation of blank endorsement, marked as Plaintiff's Exhibit "F", and (7) A certified true copy of the act of sale with assumption of mortgage note by JoAnne Dawkins McKee and John Harold McKee to Larry McKinney and Ella Dee Carter and power of attorney by John Harold McKee to JoAnne Dawkins McKee, marked as Plaintiff's Exhibit "G", and makes all a part hereof as though copied at length herein.

IX.

Petitioner alleges that the defendants, JoAnne Dawkins McKee, John Harold McKee, Larry McKinney and Ella Dee Carter, are not in the military service of the United States or any of its allies. Petitioner further alleges that the defendant, John Harold McKee, is currently a resident of Dover, Delaware and accordingly is an absentee defendant. Petitioner further alleges that the defendant Larry McKinney, is currently residing at 228 W. 51st Street, Los Angeles, California 90037 and accordingly is an absentee defendant. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, John Harold McKee and Larry McKinney, all in accordance with Civil Code of Procedure Article 5091.

X.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the absentee defendants in these proceedings, and that a writ of Executory Process issue herein, that a Writ of Seizure and Sale issue immediately herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana, to seize, and after due advertisements, delays, requisites and

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formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to law, for cash and with benefit of appraisal, to pay and satisfy the claim of your petitioner in the full sum of \$51,512.21 Dollars, with interest thereon at the rate of Nine and One-Half (9.50%) percent per annum from May 1, 1989, together with late charges of \$19.21 on each delinquent monthly installment since June 16, 1989, together with reasonable attorney's fees, and all costs of these proceedings, and petitioner prays to be paid the above amounts by preference and priority over all persons whatsoever, and for all other general and equitable relief.

SHAPIRO AND KREISMAN

BY: Thomas Byrne
 THOMAS J. BYRNE, JR.
 Louisiana Bar Roll No. 17501
 JANE FAIA MENTZ
 Louisiana Bar Roll No. 16908
 Attorney's for Petitioner
 601 Papworth
 Suite 200
 Metairie, Louisiana 70005
 Telephone No. (504) 831-7726

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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FEB 14 1990

CODED 211

689-0956

ORDER

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Don C. Gardner attorney at law be and is hereby appointed to represent the absent defendants, John Harold McKee and Larry McKinney, herein.

IT IS FURTHER ORDERED that Executory Process issue herein, as prayed for and according to law and that the writ of seizure be served upon all defendants and upon the attorney at law appointed to represent the absent defendants, John Harold McKee and Larry McKinney.

Gretna, Louisiana this 6th day of February, 19 90

FEB - 6 1990

ON MINUTES

JUDGE

CODED - 11

PLEASE SERVE DEFENDANTS

Attorney at Law appointed
to represent John Harold
McKee

AND

JoAnne Dawkins McKee
356 Jeffer Drive
Waggaman, Louisiana 70094

AND

Attorney at Law appointed
to represent Larry McKinney

AND

Ella Dee Carter
8534 Cedar Lane
New Orleans, Louisiana 70127

OR 356 Jeffer Drive
Waggaman, Louisiana 70094

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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689-0956

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 394,035

DIVISION 17

VICTORIA MORTGAGE COMPANY

VERSUS

JOANNE DAWKINS MCKEE

AND

JOHN HAROLD MCKEE

AND

LARRY MCKINNEY

AND

ELLA DEE CARTER

FILED: _____
DEPUTY CLERKMOTION TO APPOINT CURATOR

On motion of Victoria Mortgage Company, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), JoAnne Dawkins McKee is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) JoAnne Dawkins McKee.

ISSUED

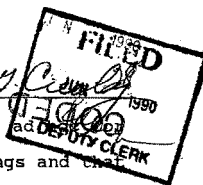
DATE

JUL 05 1990

M. J. Andrieux
Deputy Clerk

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IT IS ORDERED BY THE COURT, that Robert P. S. Cason
 attorney at law be and he is hereby appointed curator addressee of
 defendant(s), JoAnne Dawkins McKee in these proceedings and that
 the writ of seizure and sale be issued herein and served upon said
 attorney at law.



Gretna, Louisiana, this 29th day of June, 1990

Thomas J. Byrne
 JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Thomas Byrne
 THOMAS J. BYRNE, JR.
 Louisiana Bar Roll #17501
 JANE FAIA MENTZ
 Louisiana Bar Roll No. 16908
 Attorney's for Plaintiff
 3850 North Causeway Boulevard
 Suite 710
 Metairie, LA 70002
 (504) 831-7726

CODED
 JUL 11 1990

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THE OFFICE.

Robert P. S. Cason
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
A. THOMAS PORTIGUS, JR.

DIV

Nº 394479

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

H.B. WHITE & SONS, INC.

VS.

Plaintiff

LIONEL HUTCHINSON; MAX HUTCHINSON; JOSEPH F. COMFORTO, ET AL

Defendant

STANLEY McDERMOTT, JR.

Attorney for Plaintiff

Attorney for Defendant

Date of Filing

FEBRUARY 7, 1990

JL

HP Exhibit 0189 (52)

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

NO. 394-479 STATE OF LOUISIANA
DIVISION " "

DIV. A
DOCKET NO. **1**
JUDGE **E. THOMAS PORTER, JR.**

H. B. WHITE & SONS, INC.

VERSUS

LIONEL HUTCHINSON; MAX HUTCHINSON;
JOSEPH F. COMFORTO; CONSTANCE MARQUER AUCOIN;
KENNETH J. AUCOIN AND DALTON A. MASSON;

FILED: _____

DEPUTY CLERK

COBDED-77

The petition of H.B. White & Sons, Inc., represented by its
President, Harold B. White, Jr., with represent, represents:

I.

H. B. White & Sons, Inc. entered into a lease dated April 19,
1976 with Lionel Hutchinson as lessee. Said lease was recorded in
Conveyance Office Book 865, folio 72 for the Parish of Jefferson.

II.

The lease related to the following described property:

PROPERTY DESCRIPTION

TWO CERTAIN PORTIONS OF GROUND, together with all the all the
rights, ways, privileges, servitudes, appurtenances and advantages
thereunto belonging, or in anywise appertaining, situated in the
Parish of Jefferson, in that part known as HESSMER PARK
SUBDIVISION, IN SQUARE 3 thereof, bounded by Division Street
(formerly Lake Avenue), 18th Street (formerly 31st Street), Hessmer
Avenue and Veterans Boulevard, designated as LOTS A-1 AND B-1,
being a resubdivision of Lots 1, 2, 3 and 4 of Square 3, according
to resubdivision plan by Curry Dixon & Sons, Inc., dated April 5,
1976, approved by Jefferson Parish Council Ordinance No. 12373,,
adopted April 29, 1976, filed May 10, 1976, under Entry No. 718661,
in COB 861, folio 499. And, in accordance with the survey by
Mandle Surveying, Inc., Sterling E. Mandle, R.L.S., dated November
1, 1989, said portions of ground are more fully described as
follows:

Lot A-1 forms the corner of 18th Street (formerly 31st Street) and
Division Street (formerly Lake Avenue) and measures 82.95 feet
front on 18th Street (formerly 31st Street), a width in the rear
of 80.85 feet actual (80.15 feet title), by a depth and front on
Division Street of 100.08 feet, and a depth on its opposite
sideline adjoining Lot B-1 of 100.02 feet.

Lot B-1 adjoins Lot A-1 and commences 82.95 feet from the
intersection of 18th Street (formerly 31st Street) and Division
Street (formerly Lake Avenue), and measures thence 83.0 feet front
on 18th Street (formerly 31st Street), same width in the rear, by
a depth of 100.02 feet between equal and parallel lines.

The improvements thereon bear Municipal Number 3650 18th Street.

ISSUED

DATE

FEB 20 1990

Deputy Clerk

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THAT CERTAIN BUILDING more fully described as a one-story, renovated office building comprising approximately 1900 square feet, bearing Municipal No. 3650 18th Street, Metairie, Louisiana, located on the premises more fully described as follows:

That certain portion of ground situated in the Parish of Jefferson, State of Louisiana, in that part known as HESSMER PARK SUBDIVISION, IN SQUARE 3 thereof, bounded by Division Street (formerly Lake Avenue), 18th Street (formerly 31st Street), Hessmer Avenue and Veterans Boulevard, designated as LOT B-1, being a portion of a resubdivision of Lots 1, 2, 3 and 4 of Square 3, according to resubdivision plan by Curry Dixon & Sons, Inc., dated April 5, 1976, approved by Jefferson Parish Council Ordinance No. 12373, adopted April 29, 1976, filed May 10, 1976, under Entry No. 718661, in COB 861, folio 499. And, in accordance with the survey by Mandle Surveying, Inc., Sterling E. Mandle, R.L.S., dated November 1, 1989, Lot B-1 is more fully described as follows:

Lot B-1 adjoins Lot A-1 of Square 3 and commences 82.95 feet from the intersection of 18th Street (formerly 31st Street) and Division Street (formerly Lake Avenue), and measures thence 83.0 feet front on 18th Street (formerly 31st Street), same width in the rear, by a depth of 100.02 feet between equal and parallel lines.

III.

After execution of the lease, Lionel Hutchinson constructed the improvements on the leased premises and said Hutchinson and the other defendants made and entered into the following agreements pertaining to the leasehold improvements:

- (a) That certain Agreement, dated April 19, 1976, between Lionel Hutchinson and Joseph F. Comforto, and consented to by H. B. White and Sons, Inc., which Agreement was recorded in C.O.B. 944, folio 768, Parish of Jefferson, State of Louisiana;
- (b) That certain Sale with Mortgage, dated July 16, 1976, between Lionel Hutchinson and Max Hutchinson, which Sale with Mortgage was recorded in C.O.B. 878, folio 950, Parish of Jefferson, State of Louisiana;
- (c) That certain Agreement, dated November 30, 1978, between Lionel Hutchinson and Constance Marquer, wife of, and Kenneth J. Aucoin, Margaret Cummings, wife of, and Ronald J. Gravois, Diane Corte, wife of, and Dalton A.

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Masson, and Shirley Bower, wife of, and John J. Mirambell, Sr., which Agreement was recorded in C.O.B. 944, folio 770, Parish of Jefferson, State of Louisiana; and

- (d) That certain Agreement, dated October 2, 1981, between Lionel Hutchinson and Margaret Cummings, wife of, and Ronald J. Gravois, Diane Corte, wife of, and Dalton A. Masson, and Shirley C. Bower, wife of, and John J. Mirambell, which Agreement was recorded in C.O.B. 1013, folio 49, Parish of Jefferson, State of Louisiana.

IV.

That in 1982 the lessee defaulted in making the lease payments due under the said lease and abandoned and vacated the leased premises and leasehold improvements.

V.

That on May 1, 1983 H.B. White & Sons, Inc., thereupon leased the land and improvements to Robert A. Westerlund for a term of eight years commencing June 1, 1983, a copy of said lease is annexed hereto and made part hereof. During 1987, Westerlund defaulted in his obligations as lessee and petitioner sued to have the lease cancelled and the purported sale of the leasehold improvements he had made to Earl Porche. A copy of the judgment ordering cancellation of the lease and purported sale is annexed and made part hereof.

VI.

That the inscriptions described as (a), (b), (c) and (d) of Article III hereof, are slandering the title to the leasehold improvements and petitioner is entitled to have the same removed and ordered cancelled insofar as they pertain to the improvements on the leased premises, because any right of the lessee or his assignees to the improvements was lost in 1982 upon the default by lessee and lessee's abandonment of the leasehold improvements.

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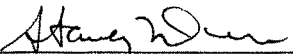
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VII.

Petitioner is informed that the defendants, with the exception of Joseph F. Comforto, are residents of Louisiana; Comforto is a resident of Michigan but his address is unknown; a curator ad hoc should be appointed for Comforto.

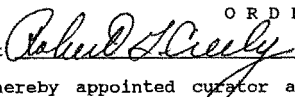
WHEREFORE, petitioner prays that a copy of this petition be served upon the defendants; that after due proceedings there be judgment in favor of petitioner ordering the cancellation of the inscriptions insofar as the same affect the improvements on the premises hereinabove described.

Petitioner further prays that a curator ad hoc be appointed to represent the absent defendant, Joseph F. Comforto.


 Stanley McDermott, Jr.
 (La. Bar Roll No. 9273)
 Attorney for petitioner
 MONTGOMERY, BARNETT, BROWN,
 READ, HAMMOND & MINTZ
 3200 Energy Centre
 1100 Poydras Street
 New Orleans, LA 70163
 Telephone: (504) 585-3200

CODED-11

O R D E R

Let  , attorney-at-law, be and he is hereby appointed curator ad hoc to represent Joseph F. Comforto, defendant herein.

Gretna, Louisiana

February 9th, 1990

FEB 14 1990

ON REMOTE

J U D G E

Please Serve:

- 1) Lionel Hutchinson
4026 Platt Drive
Kenner, LA 70065
- 2) Max Hutchinson
3535 Houma Blvd., Apt. 248
Metairie, LA 70002

CODED-117 90
 # 200
 I, HEREBY CERTIFY THAT ALL
 COSTS INCURRED IN THIS MATTER
 HAVE BEEN PAID.

DEPUTY CLERK
 A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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- 3) Joseph F. Comforto
thru Curator Ad Hoc

- 4) Constance Marquer Aucoin
9428 Citrus
River Ridge, LA

- 5) Kenneth Aucoin
9428 Citrus
River Ridge, LA

- 6) Dalton A. Masson
4125 Downman Rd.
New Orleans, LA 70126

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.



Nº 394566

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

vs.

NORMA JEAN SMITH, ALSO KNOWN AS NORMA JEAN MATTEI

Plaintiff

Defendant

KENNETH J. BERKE,

Attorney for Plaintiff

Attorney for Defendant

Date of Filing FEBRUARY 8, 1990 JL

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 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 394-566

DIVISION "A"

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

NORMA JEAN SMITH, ALSO KNOWN AS NORMA JEAN MATTEI

FILED: _____

DEPUTY CLERK

MOTION AND ORDER TO APPOINT ATTORNEY AT LAW
 TO REPRESENT ABSENTEE DEFENDANT

CODED-7

On motion of FEDERAL NATIONAL MORTGAGE ASSOCIATION, through undersigned counsel, and on suggesting to the Court that as will appear from the record of these proceedings a due and diligent search has been made for the defendant, NORMA JEAN SMITH, ALSO KNOWN AS NORMA JEAN MATTEI but not withstanding such search the defendant has not been found; that this court has jurisdiction over the immovable property which is the subject of this petition for executory process; and that an attorney at law be appointed to represent the defendant as absentee upon whom all services can be made;

IT IS ORDERED BY THE COURT, that Robert C. Cully be and he is hereby appointed attorney at law to represent the absentee defendant, NORMA JEAN SMITH, ALSO KNOWN AS NORMA JEAN MATTEI and that he be served with all services directed to said defendant in these proceedings.

Gretna, Louisiana this 19th day of March 1990.

Respectfully submitted,

BERKE & INGOLIA
 A PROFESSIONAL LAW CORPORATION
 Attorneys for Plaintiffs
 200 Oil & Gas Building
 1100 Tulane Avenue
 New Orleans, LA 70112
 Telephone 504/525-7703

By: Kenneth J. Berke

PLEASE SERVE DEFENDANT
 through his/her court appointed attorney
 with notice of appointment and notice of demand

ISSUED

MAR 22 1990

DATE

Deputy Clerk

CODED

FILED FOR RECORD
 MAR 15 11 36 AM '90

CODED

MAR 21 1990

ON MINUTES

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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not a copy of demand

037A
JAN 21 1940
J. THOMAS MONROE JR.

DIV

Nº 395011

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIRST NATIONAL BANK OF COMMERCE, NEW ORLEANS, LOUISIANA, AS, ET AL

VS.

NIEVES IGNACIA LOPEZ, ET AL

Plaintiff

Defendant

CHARLES H. RYAN

Attorney for Plaintiff

Attorney for Defendant

Date of Filing FEBRUARY 12 1940

HP Exhibit 0189 (54)

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STATE OF LOUISIANA - PARISH OF JEFFERSON
 TWENTY-FOURTH JUDICIAL DISTRICT COURT

FIRST NATIONAL BANK OF COMMERCE, FILED:
 NEW ORLEANS, LOUISIANA, AS TRUSTEE,
 UNDER THAT BOND INDENTURE DATE
 AS OF JULY 1, 1979, BETWEEN
 PARISH OF JEFFERSON HOME MORTGAGE
 AUTHORITY and FIRST NATIONAL BANK
 OF COMMERCE, NEW ORLEANS, LOUISIANA

FILED FOR RECORD
 MAR 15 1990
 CODED-3

VS. NO. 395-011

NIEVES IGNACIA LOPEZ, ET AL

BY:

DEPUTY CLERK OF COURT

MOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

NOW INTO COURT, through undersigned counsel, comes FIRST NATIONAL BANK OF COMMERCE, NEW ORLEANS, LOUISIANA, AS TRUSTEE, UNDER THAT BOND INDENTURE DATE AS OF JULY 1, 1979, BETWEEN PARISH OF JEFFERSON HOME MORTGAGE AUTHORITY and FIRST NATONIAL BANK OF COMMERCE, NEW ORLEANS, LOUISIANA, Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), NIEVES IGNACIA LOPEZ, in the Parish of Jefferson, or in the State of Louisiana and plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant was 226 Incarnate Word Drive, Kenner, Louisiana 70065.

ISSUED W. J. Landry Just of demand
 DATE MAR 23 1990
W. J. Landry Deputy Clerk
 MAR 21 1990

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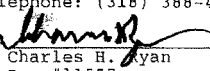
3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s), to receive the notice of seizure on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in these proceedings, and that said defendant(s), NIEVES IGNACIA LOPEZ, be served with the notice of seizure and all other notices and citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law; plaintiff further reiterates the prayers of the petition filed herein.

Respectfully submitted,

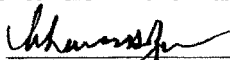
BOLES, BOLES AND RYAN, ATTORNEYS
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
Telephone: (318) 388-4050

BY 
Charles H. Ryan
Bar #11557

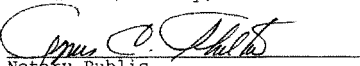
STATE OF LOUISIANA

PARISH OF OUACHITA

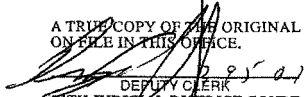
BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.


Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, on this 13th day of March, 1990.


Notary Public

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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ORDER

CONSIDERING THE FOREGOING MOTION,

IT IS ORDERED that Robert D. Crecely, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), NIEVES IGNACIA LOPEZ, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 19th day of March, 1990.

[Signature]
JUDGE, DISTRICT COURT

MINUTES
MAR 21 1990

CODED-11

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, I.A.

DIV. A
JUDGE
DIV. & THOMAS PORTOUS, JR.

Nº 394668

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

AMERICAN THRIFT AND FINANCE PLAN, INC.

vs

MELANIE S. WALKER

Plaintiff

Defendant

DANIEL A. OPPENHEIM

Attorney for Plaintiff

Attorney for Defendant

Date of Filing FEBRUARY 12, 1990 bc

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 394-668

DIVISION " D "

DOCKET NO.

AMERICAN THRIFT AND FINANCE PLAN, INC.

VERSUS

MELANIE S. WALKER

CODED: 11

FILED:

DEPUTY CLERK

MOTION TO APPOINT CURATOR TO REPRESENT ABSENTEE DEFENDANT

Now into court, through its undersigned counsel, comes American Thrift and Finance Plan, Inc., plaintiff herein, and respectfully represents to this honorable court:

1.

That certain property, namely a 1984 Ford Mustang automobile, 2-door, VIN #1FABP2832EF209958, which automobile is owned by the defendant, Melanie S. Walker, and which property is mortgaged to plaintiff herein, has been seized by the sheriff for the Parish of Jefferson, under a writ of Executory Process directed to him in this proceeding.

2.

That the written notice of seizure and sale issued in accordance with Article 2640 and 2641, LA.C.C.P. has been returned by the sheriff for the Parish of Jefferson with a notation that after a due and diligence search, he has been unable to locate the defendant at her domicile, or anyone authorized to represent her.

3.

That the said Melanie S. Walker is an absentee within the meaning and contemplation of Article 5251, LA.C.C.P. and that the whereabouts of the said defendant is unknown and she can not be found and served after a due and diligent search, though she may be domiciled or actually reside in the state, and that it is necessary that the court appoint an attorney at law to represent her and upon whom service can be made of notice of seizure and sale and against whom this proceeding can be conducted contradictorily,

WHEREFORE, plaintiff prays that an attorney at law be appointed by this honorable court to represent the absentee

ISSUED

APR 27 1990

DATE

APR 26 1990

m. J. J. J.

31 4 668

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 defendant, Melanie S. Walker, upon whom all legal notices and proceedings shall be served and against whom this proceeding shall be conducted contradictorily.

RESPECTFULLY SUBMITTED:

Daniel A. Oppenheim

Daniel A. Oppenheim
 116-G Terry Parkway
 Gretna, LA 70056
 (504) 362-1982
 Bar Roll No. 18005



ORDER

Considering the foregoing motion,

IT IS ORDERED by this court, that Robert H. Creely, atty be appointed as attorney at law, to represent the absentee defendant, Melanie S. Walker, upon whom all legal notices and proceedings shall be served; and that all proceedings against said defendant shall be conducted contradictorily against the aforesaid attorney at law as provided by law.

Gretna, Louisiana, this 25th day of April, 1990.

[Signature]
 JUDGE
 APR 26 1990
 MINUTES
 CODED-11

PLEASE SERVE:

Melanie S. Walker
 through curator ad hoc
 Robert H. Creely
 901 Derigny St.
 Gretna, La

A TRUE COPY OF THE ORIGINAL
 OF FILE IN THE OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

394-668

DIV

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL HOME LOAN MORTGAGE CORPORATION

Plaintiff

WILDA FINCG PRICE AND JANA SUE PRICE FINLEY

Defendant

J. DONALD MORGAN

Attorney for Plaintiff

Attorney for Defendants

Date of Filing FEBRUARY 12, 1990 JL

#388

000 DIV. 2 A 7 CODED
 JUDGE
 G. THOMAS PORTER, JR. #395-440
 NUMBER _____ DIVISION _____

FEDERAL HOME LOAN MORTGAGE CORPORATION

24TH JUDICIAL DISTRICT COURT

VERSUS

PARISH OF JEFFERSON

WILDA FINCH PRICE and JANA SUE PRICE FINLEY

STATE OF LOUISIANA

PETITION FOR EXECUTORY PROCESS WITHOUT
APPRAISEMENT AND WITH NOTICE TO PAY

The petition of Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States, respectfully represents as follows:

1.

The defendants herein are Wilda Finch Price and Jane Sue Price Finley, whose addresses are unknown to petitioner; both of the full age of majority.

2.

The defendants are indebted, in solido, to plaintiff in the sum of SIXTY-EIGHT THOUSAND SEVEN HUNDRED NINE AND 41/100 DOLLARS (\$68,709.41), together with interest thereon at the rate of Ten and 90/100 (10.90%) percent per annum from May 1, 1989, until paid, together with Ten (10%) percent additional upon the total amount due as stipulated attorney's fees, and for all costs of these proceedings, for the reasons hereinafter set forth.

3.

Plaintiff is the holder and owner of one (1) promissory note made and executed by defendants, Wilda Finch Price and Calvin Twain Price, dated August 29, 1980 in the principal amount of SEVENTY-THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$73,300.00), payable to the order of Carruth Mortgage Corporation, which note was to be paid in monthly installments of principal and interest of Six Hundred Ninety-two and 52/100 Dollars (\$692.52) each, beginning on the first day of October, 1980. Such monthly installments shall continue until the entire indebtedness evidenced by the note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on September 1, 2010, said note stipulating Ten and 90/100 (10.90%) percent per annum interest on the unpaid balance until paid, and stipulating Ten (10%) percent additional on the sums due under the note, as attorney's fees; which original note, referenced to herein as the "mortgage note," is attached hereto

*held in escrow
 by Carruth Mortgage Corp.*

ISSUED

DATE

2nd 90 days w/hold back
 MAR 12 1990
 M. Landers
 Deputy Clerk

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and made a part hereof, and to which special reference is made for more specific proof.

4

The mortgage note was paraphrased "Ne Varietur" by Ronald A. Chevis, Notary Public, on August 29, 1980, to identify it with an Act of Mortgage executed on the same date by the said makers of the mortgage note, to and in favor of Carruth Mortgage Corporation in the same sum as the mortgage note, bearing upon the following described property to secure the payment of the mortgage note:

THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part hereof known as WOODMERE SUBDIVISION, SECTION NUMBER ONE, in accordance with the subdivision plan of J. J. Krebs & Sons, Inc., C. E., dated November 30, 1973, approved by the Jefferson Parish Council on January 17, 1974, registered in COB 808, folio 551, and Plan in accordance with survey by J. J. Krebs, & Sons, Inc., C. E., dated August 20, 1974, approved by the Jefferson Parish Council by Ordinance No. 11786, adopted September 12, 1974, registered as Entry No. 655-187, and in accordance therewith, said portion of ground is designated as follows:

LOT 364-B, SQUARE U, is bounded by Deerpark Drive (side), Eastmere Street (side), Post Drive and Woodmere Blvd. Lot 364-B measures 59 feet front on Woodmere Blvd., same width in the rear, by a depth of 100 feet between equal and parallel lines. Lot 364-B commences at a distance of 426.75 feet from the corner of Woodmere Blvd. and Post Drive.

A certified copy of the said mortgage is attached hereto and made a part hereof and to which special reference is made for more specific proof. Said mortgage filed of record in the Office of the Clerk of Court for Jefferson Parish on August 29, 1980, as Entry Number 936068.

5.

By an authentic Notarial Endorsement and Assignment of Mortgage Note dated January 19, 1983, the mortgage note was assigned to Federal Home Loan Mortgage Corporation from Carruth Mortgage Corporation. The original of this act is attached hereto and made a part hereof and to which special reference is made for more specific proof. In addition, the mortgage note was paraphrased for identification with said act and was endorsed without recourse to the order of Federal Home Loan Mortgage Corporation.

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6.

By Judgment of Possession in the "Matter of the Succession of Calvin Twain Price, No. 388-109, 24th Judicial District Court, Parish of Jefferson, State of Louisiana", Jana Sue Price Finley inherited 1/2 of Calvin Twain Price's interest in the subject property. Said Judgment of Possession was signed October 1, 1989 and recorded October 4, 1989 at COB 2272, page 329, as Entry Number 89-51627.

7.

In the mortgage, the makers of the mortgage note consented that in the event of a default in the payment of the note or any installment thereon, or in the event of their failure to comply with any of the obligations enumerated therein, the whole indebtedness secured thereby shall, at the option of the mortgagee, become due and payable, and it shall be lawful for the mortgagee to cause all and singular the property therein mortgaged, to be seized and sold under either ordinary or executory process, with or without appraisal, to the highest bidder for cash, the said mortgagors expressly confessing judgment in favor of the mortgagee. Plaintiff herein specially pleads each and all of the stipulations and the provisions of the act of mortgage and mortgage note as fully and completely as though the whole and each of them were copied herein, particularly the express waiver of the benefit of appraisal as written therein.

8.

The mortgage is subject to credits on the principal in the total sum of FOUR THOUSAND FIVE HUNDRED NINETY AND 59/100 DOLLARS (\$4,590.59), leaving an unpaid remainder of the principal of said mortgage note in the sum of SIXTY-EIGHT THOUSAND SEVEN HUNDRED NINE AND 41/100 DOLLARS (\$68,709.41), with interest paid and credited up to May 1, 1989.

9.

The installment provided for in the note which was due and payable on the first day of June, 1989, and those due thereafter, have not been paid. Amicable demand has been made on the defendants, in accordance with the terms of the mortgage, but to no avail, evidence of which is attached hereto and made a part hereof, and therefore plaintiff has exercised and does exercise its option to declare the entire principal sum, interest, attorney's fees, escrow deficiencies, and all costs due and payable. Defendants have not paid these

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amounts, and, as such, said amounts are presently in default and thus remain due and payable.

10.

On information and belief, petitioner alleges that Jana Sue Price Finley, defendant in these proceedings is an absentee, being absent and not represented in this state and an attorney at law should be appointed to represent her under the provisions of the Louisiana Code of Civil Procedures.

11.

On information and belief, petitioner alleges that Wilda Finch Price, a defendant in these proceedings, is an absentee, being absent and not represented in this state and an attorney at law should be appointed to represent her under the provisions of the Louisiana Code of Civil Procedures.

12.

Plaintiff does not desire to exercise its right to claim any deficiency which may be left unpaid after the sale of this property and, to that end, desires to have the property sold without benefit of appraisalment.

WHEREFORE, the premises and the annexed documents being considered, plaintiff, Federal Home Loan Mortgage Corporation, prays that an attorney at law be appointed to represent the absentee defendant, Calvin Twain Price, and prays that an order of executory process and writ of seizure and sale immediately issue herein, that due notice of demand for payment be served on the defendants, and that, after the delay provided in the notice of demand for payment, the Sheriff of the Parish of Jefferson be directed to seize, and after due service of notice of seizure, advertisements, delays, requisites and formalities, to sell at public auction, without appraisalment, to the highest bidder for cash payable immediately upon adjudication, the property described in the mortgage to pay and satisfy the claim of Federal Home Loan Mortgage Corporation in the principal sum of SIXTY-EIGHT THOUSAND SEVEN HUNDRED NINE AND 41/100 DOLLARS (\$68,709.41) together with interest thereon at the rate of Ten and 90/100 (10.90%) percent per annum from May 1, 1989, until paid, together with Ten (10%)

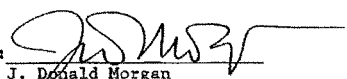
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percent additional upon the total amount due as stipulated attorney's fees, and for all costs of these proceedings.

By Attorneys,

KIZER, HOOD & AUSTIN

By:


J. Donald Morgan
748 Main Street
Baton Rouge, Louisiana 70802-5526
(504) 387-3121

VERIFICATION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared J. Donald Morgan, who being first duly sworn, deposed that he is the attorney for plaintiff in the above and foregoing petition, and as such, duly authorized to execute this affidavit; that he has read the petition and all of the allegations of fact contained therein are true, to the best of his knowledge, information and belief.

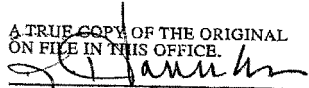

J. DONALD MORGAN

SWORN TO AND SUBSCRIBED Before Me,

this 23rd day of February, 1990.


NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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FEDERAL HOME LOAN MORTGAGE CORPORATION

NUMBER 395-440 DIVISION _____

VERSUS

24TH JUDICIAL DISTRICT COURT

WILDA FINCH PRICE and JANA SUE PRICE FINLEY

PARISH OF JEFFERSON

STATE OF LOUISIANA

ORDER

CODED: 11

The foregoing petition, attached documents and affidavit being considered:

LET Don C. Gardner, an attorney at law admitted to
practice before this court, whose address is _____

and whose telephone number is _____ be and said attorney is

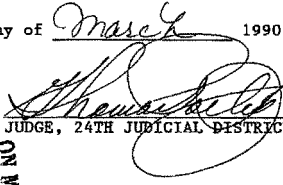
hereby appointed to represent the defendant herein, Wilda Finch Price;

LET Robert L. Creely, an attorney at law admitted to
practice before this court, whose address is _____

and whose telephone number is _____ be and said attorney is

hereby appointed to represent the defendant herein, Jane Sue Price Finley;

FURTHER, IT IS ORDERED that executory process issue herein as prayed for
and according to law, and after three (3) days from service of all notices to
pay, a writ of seizure and sale issue herein to the Sheriff of the Parish of
Jefferson, Louisiana, commanding him to seize immediately the said property and
proceed to the sale thereof, without benefit of appraisalment, according to law,
to satisfy the demand of the plaintiff.

JEFFERSON, LOUISIANA, this 1st day of March 1990.

JUDGE, 24TH JUDICIAL DISTRICT COURT

PLEASE SERVE THE FOLLOWING WITH
THREE-DAY NOTICE TO PAY AND,
SUBSEQUENTLY WITH NOTICE OF SEIZURE

- (1) Wilda Finch Price
Through the attorney at law
appointed to represent her.
- (2) Jana Sue Price Finley
Through the attorney at law
appointed to represent her.

MAR 2 1990

ON MINUTES

CODED - 11

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. Hannon
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

PROPERTY LOCATED AT:

2228 Woodmere Boulevard
Harvey, Louisiana 70058

DIVISION A
JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

No 395723

24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

BARCLAYSAMERICAN/MORTGAGE CORPORATION

Plauntiff

VS.

MICHAEL P. COLEMAN AND DERRA WILLIS DAVIS AND MATTHEW A. DAVES

Defendant

THOMAS J. BRYNE, JR.
Attorney for Plaintiff

Attorney for Defendant

Date of Filing MARCH 5, 1990 JL

HP Exhibit 0189 (58)

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90-0074

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 395,723

DIVISION "A"

BARCLAYSAMERICAN/MORTGAGE CORPORATION

VERSUS

MICHAEL P. COLEMAN

AND

DEBRA WILLIS DAVES

AND

MATTHEW A. DAVES

CODED 2

FILED: _____

DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of BarclaysAmerican/Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Debra Willis Daves and Matthew A. Daves, is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) Debra Willis Daves and Matthew A. Daves.

ISSUED

DATE

CODED-77

JUN 19 1990

M. J. J. J. J.

Deputy Clerk

82090 1612

IT IS ORDERED BY THE COURT, that Robert H. Creely
attorney at law be and he is hereby appointed curator ad hoc for
defendant(s), Debra Willis Daves and Matthew A. Daves in these
proceedings and that the writ of seizure and sale be issued
herein and served upon said attorney at law.

Gretna, Louisiana, this 11th day of June, 1990

Thomas J. Byrne, Jr.
JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Thomas Byrne
THOMAS J. BYRNE, JR.
Louisiana Bar Roll #17501
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
Attorney's for Plaintiff
601 Papworth Avenue - Suite 200
Metairie, LA 70005
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

R. D. Damm
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

3003

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Nº 395988

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

U.S. SECRETARY OF VETERANS AFFAIRS

VS.

IRMA DUCOTE, WIFE OF/AND NOLAN JULIUS FIRMIN AND AJANET CHILDRESS, ET AL

Plaintiff

Defendant

ALBERT F. WIDMER, JR.
Attorney for Plaintiff

Attorney for Defendant

Date of Filing MARCH 9, 1990 JL

DIV. 17. A

OFFICE

E. THOMAS PORTER, JR.

HP Exhibit 0189 (59)

24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON
 STATE OF LOUISIANA

NO: 395-988

DIVISION: "A"

U.S. SECRETARY OF VETERANS AFFAIRS

VERSUS

IRMA DUCOTE, WIFE OF/AND NOLAN JULIUS FIRMIN AND
 JANET CHILDRESS, DIVORCED WIFE OF/AND SAMUEL W. HILTON

FILED: _____ DY. CLERK: **CODED**

SUPPLEMENTAL PETITION

NOW INTO COURT, through undersigned counsel, comes the U.S. Secretary of Veterans Affairs, petitioner herein, and amends his original petition as follows:

1.

The Sheriff of Jefferson Parish, Louisiana, after a diligent search, has been unable to locate the defendants herein, IRMA DUCOTE, wife of/and NOLAN JULIUS FIRMIN, as will be evidenced from the Sheriff's return in these proceedings.

2.

Petitioner believes and therefore alleges that the defendants, IRMA DUCOTE, wife of/and NOLAN JULIUS FIRMIN, are absentees from the State of Louisiana, and that an attorney ad hoc should be appointed to represent them in these proceedings against whom all further proceeding herein should be carried on.

3.

WHEREFORE, Petitioner prays that an attorney ad hoc be appointed to represent the defendants, IRMA DUCOTE, wife of/and NOLAN JULIUS FIRMIN herein; that the said defendants be served with a copy of this Petition and the notice of seizure through said attorney ad hoc, the three day notice to pay having been waived in the Credit Sale, and that all further proceedings be carried on contradictorily against said attorney ad hoc.

Respectfully submitted,

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

CODED

RECEIVED

DATE

MAY 30 1990

Deputy Clerk

[Signature]
 ALBERT F. WIDMER, JR.
 3201 Danny Park, Suite 107
 Metairie, LA 70002
 (504) 885-6657
 Bar No.: 13454
 Attorney for Petitioner,
 THE U.S. SECRETARY OF
 VETERANS AFFAIRS

53090 09 9

STATE OF LOUISIANA

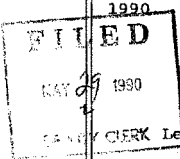
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, ALBERT F. WIDMER, JR., who being by me first duly sworn, did depose and say that:

He is the attorney for the Petitioner in the above petition; he has read the same; all of the allegations contained therein are true and correct, to the best of his information, knowledge and belief.

Albert F. Widmer, Jr.
ALBERT F. WIDMER, JR.

Sworn to and subscribed before me this 25th day of May, 1990.

**CODED**

William P. Blitt
NOTARY PUBLIC

ORDER

Let Robert D. Creeley, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendants, IRMA DUCOTE, wife of/and NOLAN JULIUS FIRMIN, and let all further proceedings herein be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

READ, RENDERED AND SIGNED at Gretna, Louisiana, this 29th day of May, 1990.

Shamir
MAY 30 1990
M U D G E
CODED

LAST KNOWN ADDRESS OF DEFENDANT:

27 Cynthia St.
Waggaman, LA 70094

PROPERTY ADDRESS:

27 Cynthia St.
Waggaman, LA 70094

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. G. Hamm
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

395988

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24th Judicial District Court for the Parish of Jefferson

STATE OF LOUISIANA

NO. 393-826

DIVISION A

DOCKET #

Blazer Financial Services, Inc.

VERSUS

George B. Powell & Christina Lovoi Powell

FILED

DEPUTY CLERK

SUPPLEMENTAL & AMENDING PETITION

The supplemental and amending petition of Blazer Financial Services, Inc. petitioner in the captioned proceeding, respectfully represents that:

I

The sheriff for the Parish of Jefferson, having made due and diligent effort to locate and serve Christina Lovoi Powell, defendant(s) herein, was unable to obtain service of the demand for payment and/or notice of seizure on Christina Lovoi Powell, as will appear by reference to the Sheriff's return filed herein.

Defendant, Christina Lovoi Powell, is an absentee within the meaning of the Code of Civil Procedure, and petitioner is entitled to have an attorney at law appointed to represent said defendant herein pursuant to Article 2674 of the Code of Civil Procedure.

WHEREFORE, petitioner prays that an attorney at law be appointed by the Court to represent defendant, Christina Lovoi Powell.

ISSUED

DATE

MAR 26 1990

Deputy Clerk

ODED

STEPHEN G. SKLAMBA

Attorney At Law

Suite 1107 - Galleria One

One Galleria Blvd.

Metairie, Louisiana 70001

Telephone 835-1888

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24th Judicial District Court for the Parish of Jefferson

STATE OF LOUISIANA

NO.393-826

DIVISION A

DOCKET #

Blazer Financial Services, Inc.

VERSUS

George B. Powell & Christina Lovoi Powell

FILED _____ DEPUTY CLERK _____

STATE OF LOUISIANA

PARISH OF JEFFERSON

Deborah Ernst, being duly sworn, deposes and says that she is the Branch Manager of Blazer Financial Services, Inc. petitioner herein, and that she has read all of the facts and allegations contained in the above supplemental & amending petition;

That same are all true and correct to the best of her knowledge, information and belief.

Deborah Ernst
Deborah Ernst

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
12th DAY OF March,
1990.

Stephen J. Sklar
NOTARY PUBLIC

ORDER

Considering the above and foregoing supplemental and amending petition;

IT IS ORDERED that Robert D. Cressley, Attorney At Law, is hereby appointed to represent the absentee defendant, Christina Lovoi Powell.

Gretna, Louisiana, this 23rd day of March, 1990.

Stephen J. Sklar **CODED**
JUN DGE
MINUTES
MAR 26 1990
A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
Deborah Ernst
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 397224

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV DIV. A
JUDGE
R. THOMAS PORTIENUS, JR.

3008

4 2 0 9 0 2 1 9 0

FIRST NATIONAL BANK

vs.

Plaintiff

RICHARD & ASSOCIATES, INC. AND RICHARD L. LANDRY A/K/A RICK LANDRY

Defendant

WARREN A. GOLDSTEIN
Attorney for Plaintiff

Attorney for Defendant

Date of Filing

MARCH 29, 1990 JL

HP Exhibit 0189 (61)

7 5 1 6 9 0 0 3 3 5

HIBERNIA NATIONAL BANK

24TH JUDICIAL DISTRICT COURT

versus

PARISH OF JEFFERSON

RICHLAND & ASSOCIATES, INC.
and RICHARD L. LANDRY a/k/a
RICK LANDRY

STATE OF LOUISIANA
NO. 397-2248
NO. 88-14434 DIVISION "C"

Filed: _____

Deputy Clerk

MOTION TO APPOINT CURATOR AD HOC

NOW INTO COURT, through undersigned counsel, comes
Hibernia National Bank, plaintiff in the above entitled and
numbered proceeding, and respectfully represents that:

I.

The Sheriff of St. Tammany Parish has been unable to
serve the notice of seizure and notice to appoint appraiser issued
herein on the defendants, Richland & Associates, Inc. through its
Registered Agent and President, Richard L. Landry, and Richard L.
Landry a/k/a Rick Landry.

II.

Plaintiff is informed, believes and alleges that
defendants, Richland & Associates, Inc. and Richard L. Landry have
moved from the State of Louisiana, and all attempts to locate them
have failed, therefore it is necessary that the Court appoint an
attorney at law to represent them and upon whom service of process
may be made.

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Donald G. Perez
Donald G. Perez
Staff Attorney
Hibernia National Bank
Lending Law Division
313 Carondelet Street - Suite 910
New Orleans, Louisiana 70130
Telephone: (504) 587-3210

ORDER

Considering the foregoing motion, it is ordered that _____
Robert D. Creely be appointed as attorney at law
to represent the defendants, Richland & Associates, Inc. and
Richard L. Landry a/k/a Rick Landry, and that service of the
notice of seizure and notice to appoint appraiser be made upon
him.

Gretna, Louisiana, this 11th day of May 1990

ISSUED

MAY 14 1990

4710.gsf

CODED

Landry Clerk

JUDGE

CODED

01414220203

92-0069

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO:430-148

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

EDDIE J. RHODES, III

AND

SUNNY ANN BILLIOT MATA

(A/K/A SUNNY ANNE BILLIOT MCBROOM AND SUNNY A. CRABTREE)

FILED: _____

DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Federal National Mortgage Association, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Eddie J. Rhodes, III and Sunny Ann Billiot Mata (a/k/a Sunny Anne Billiot McBroom and Sunny A. Crabtree) is unknown as appears from the Sheriff's return of the citation of file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) Eddie J. Rhodes, III and Sunny Ann Billiot Mata (a/k/a Sunny Anne Billiot McBroom and Sunny A. Crabtree).

IT IS ORDERED BY THE COURT, that Robert D. Cael attorney at law be and he is hereby appointed curator ad hoc for defendant(s), Eddie J. Rhodes, III and Sunny Ann Billiot Mata

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DATE APR 10 1992
S/ MYRA LANTIER

HP Ex. 0189(62)

- 1189 (62)

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(a/k/a Sunny Anne Billiot McBroom and Sunny A. Crabtree) in these proceedings and that the requisite three (3) day notice of demand for payment be issued herein and served upon said attorney, and after all necessary delays that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 7th day of April, 1992

CODED

ON MINUTES
APR 8 1992

JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

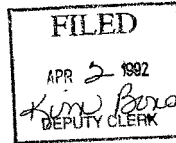
BY: Stacy C. Wheat
JANE FAIA MENTZ
Louisiana Bar Roll #17501
STACY C. WHEAT
Louisiana Bar Roll #19826
Attorney's for Plaintiff
3850 North Causeway Boulevard
Suite 710
Metairie, Louisiana 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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STATE OF LOUISIANA
PARISH OF JEFFERSON



BEFORE ME, the undersigned authority, personally came and appeared:

BEVERLY COGGINS

who, after being first duly sworn by me, Notary Public, did depose and state that she is the Collections Agent for Federal National Mortgage Association, the plaintiff in the above and foregoing matter, that she has read said motion to appoint an attorney to represent absent defendant(s) and that all of the allegations set forth therein are true and correct.

Beverly Coggins
BEVERLY COGGINS

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
30th DAY OF March, 1992.
Stanley C. Wheat
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

PERMANENT

Nº 397308

24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV. A
JUDGE
E. J. JONES, JR.

FIRST GUARANTY MORTGAGE CORPORATION

vs.

MARY AYMAMI RUSSELL AND RICHARD G. [RUSSELL, JR.

Plaintiff

Defendant

THOMAS J. BYRNE, JR.

Attorney for Plaintiff

Attorney for Defendant

Date of Filing APRIL 2, 1990 JL

151590 2539

90-0147

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 397,308

DIVISION

FIRST GUARANTY MORTGAGE CORPORATION

VERSUS

MARY AYMAMI RUSSELL

AND

RICHARD G. RUSSELL, JR.

FILED:

DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of First Guaranty Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Mary Aymami Russell and Richard G. Russell, Jr., is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s) Mary Aymami Russell and Richard G. Russell, Jr..

IT IS ORDERED BY THE COURT, that Robert D. Ceely attorney at law be and he is hereby appointed curator ad hoc for defendant(s), Mary Aymami Russell and Richard G. Russell, Jr. in

ISSUED

MAY 14 1990

DATE

Deputy Clerk

CODED

151590 2540

these proceedings and that the writ of seizure and sale be issued
herein and served upon said attorney at law.

Gretna, Louisiana, this 9th day of May, 1990

[Signature]
JUDGE

CODED

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Thomas Byrne
THOMAS J. BYRNE JR.
Louisiana Bar Roll #17501
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
Attorney's for Plaintiff
601 Papworth Avenue - Suite 200
Metairie, LA 70005
(504) 831-7726

ON MENTITS
MAY 14 1990

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

397910

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DIV. A
JUDGE
L. THOMAS PORTIUS, JR.

DIV

Nº 397910

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

CITICORP MORTGAGE, INC. (FORMERLY CITICORP HOMEOWNERS, INC.)

vs.

Plaintiff

LISA L. MARBUT WAGUESPACK AND STEVEN J. WAGUESPACK AND JAMES E. GOETH

Defendant

THOMAS J. BYRNE, JR.
Attorney for Plaintiff

Attorney for Defendant

Date of Filing APRIL 11, 1990 JL

PERMANENT

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90-0203

220-12d

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

CODED

STATE OF LOUISIANA
 NO. 397-910
 JUDGE
 E. THOMAS PORTENUS, JR.
 DIV. A
 CITICORP MORTGAGE, INC.
 (FORMERLY CITICORP HOMEOWNERS, INC.)
 DIVISION

VERSUS

LISA L. MARBUT WAGUESPACK

AND

STEVEN J. WAGUESPACK

AND

JAMES E. GOETH

CODED

PERMANENT

FILED:

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS
WITH BENEFIT OF APPRAISAL
REQUESTING ISSUANCE OF THREE (3) DAY NOTICE OF DEMAND

File + Mortgage
 filed as of 11-90
 CODED

The petition of Citicorp Mortgage, Inc. (formerly Citicorp Homeowners, Inc.), a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Citicorp Homeowners, Inc.", made, subscribed and executed by, Lisa L. Marbut Waguespack and Steven J. Waguespack, defendants herein, which said note is dated May 10, 1985 in the original principal sum of Sixty-One Thousand Eight Hundred and No/100 (\$61,800.00) Dollars with principal and interest payable at the rate of Seven Hundred Seven and 86/100 (\$707.86) Dollars per month, commencing on the first day of July, 1985 and bearing Thirteen and One-Half (13.50%) percent per annum interest from date, and providing that said note shall bear attorney's fees in the amount of Twenty-Five (25%) percent of all sums due under said note, which said note is secured and is officially paraphed "Ne Varietur" for identification with an Act

ISSUED

DATE

APR 20 1990

Deputy Clerk

CODED

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of Mortgage passed before James A. Mounger, Notary Public, dated May 10, 1985 and which mortgage is recorded in Mortgage Office Book 1166, folio 264, Entry Number 8521179, Parish of Jefferson, State of Louisiana. Said note is secured by an Act of Mortgage in favor of "Citicorp Homeowners, Inc.", on the following described property, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part thereof known as CLAIBORNE PARKWAY, in SQUARE NO. 3 thereof, bounded by Claiborne Street (side), East boundary of the subdivision and Hawkston Street. Said portion of ground is designated as LOTS NOS. 4, 5 and 6, which said lot adjoin each other and measure each 24 feet front on Claiborne Drive, same in width in the rear, by a depth of 120 feet between equal and parallel lines. Lot No. 4 lies nearer to and commences at a distance of 72 feet from the corner of Claiborne Drive and Hawkston Street. All as more fully shown on survey of Gilbert, Kelly & Couturie, Inc., S&E, dated May 8, 1985.

II.

Citicorp Homeowners, Inc. has since changed its name to Citicorp Mortgage, Inc. Citicorp Mortgage, Inc. (formerly Citicorp Homeowners, Inc.), your petitioner herein is the last holder and owner of said note.

III.

In the above described Act of Mortgage, the said mortgagors Lisa L. Marbut Waguespack and Steven J. Waguespack, confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash with or without appraisalment, and without the necessity of legal demand for payment, or putting in default. The said Act of Mortgage further provides that said mortgagors do not have the right to sell, alienate or encumber the said property to the prejudice of the said act. The said act further provides that the mortgagors will pay the fees of the attorney employed to collect the said note and mortgage, which said fees are fixed at Twenty-Five (25%) percent of the amount sued upon. Said mortgagors have likewise waived all homestead exemptions.

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IV.

The said note and mortgage further provides that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees if the mortgagor fails to cure the default on or before the date specified in the notice of demand which is required to be given under the terms of the said mortgage.

V.

The said mortgage further provides that if the monthly payments stipulated in said act of Mortgage are in arrears "Borrower shall pay to Lender a late charge of four (4%) percent of any monthly installment of principal and interest as provided in the Note not received by Lender within fifteen (15) days after such installment is due". That the current monthly payments of principal and interest are in the sum of \$707.86, which allows the lender to charge a late charge of \$28.31 on each installment of principal and interest delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said Lisa L. Marbut Waguespack and Steven J. Waguespack did, by an act of cash sale with assumption of mortgage passed before Diane M. Gravois, Notary Public, dated April 10, 1986, recorded in Mortgage Office Book 1481, Page 0249, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to James E. Goeth. That in said act of cash sale with assumption of mortgage the said James E. Goeth did assume and obligate himself to all of the original terms and conditions of the note and mortgage sued upon herein.

VII.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on November

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1, 1989 and all subsequent installments are due and unpaid, and that because of said default and the failure of mortgagor to cure same within the date specified in the notice of demand which was given in accordance with the terms of the said mortgage, the entire unpaid principal balance in the sum of \$60,070.52 together with interest at the rate of Thirteen and One-Half (13.50%) percent per annum from October 1, 1989, together with late charges of \$28.31 on each delinquent installment of principal and interest since November 16, 1989, together with attorney's fees in the amount of Twenty-Five (25%) percent of all sums due under said note and mortgage.

VIII.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of Sixty-One Thousand Eight Hundred and No/100 (\$61,800.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the act of mortgage, marked as Plaintiff's Exhibit "B", (3) A certified true copy of the act of cash sale with assumption of mortgage by Lisa Marbut, wife of/and Steven J. Waguespack to James E. Goeth, marked as Plaintiff's Exhibit "C", and (4) Petitioner's affidavit of compliance with all required notices of demand, marked as Plaintiff's Exhibit "D", and makes all a part hereof as though copied at length herein.

IX.

Petitioner alleges that the defendants, Lisa L. Marbut Waguespack, Steven J. Waguespack and James E. Goeth, are not in the military service of the United States of any of its allies. Petitioner further alleges that the defendants, Lisa L. Marbut Waguespack and Steven J. Waguespack are currently residing at 4224 W. Pyranantha Drive, Tuscon, Arizona 85704 and that the defendant James E. Goeth is currently residing at 323 Overlook Lake, Boulder, Colorado 80302-9444, and accordingly are absentee defendants. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, Lisa L. Marbut Waguespack, Steven J. Waguespack and James E. Goeth, all in accordance with Civil Code of Procedure Article 5091.

Petitioner alleges amicable demand to no avail, particularly that all notices of demand have been complied with as evidenced by the annexed affidavit.

SHAPIRO AND KREISMAN

BY Quinn Meach
THOMAS J. BYRNE, JR.
Louisiana Bar Roll No. 17501
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
Attorney's for Petitioner
601 Papworth
Suite 200
Metairie, Louisiana 70005
Telephone No. (504) 831-7726

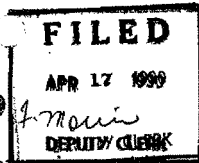
A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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ORDER

CODED



CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Robert J. Creely attorney at law be and is hereby appointed to represent the absent defendants, Lisa L. Marbut Waguespack, Steven J. Waguespack and James E. Goeth, herein.

IT IS FURTHER ORDERED that Executory Process issue herein, as prayed for and according to law and that the writ of seizure be served upon the attorney at law appointed to represent the absent defendants, Lisa L. Marbut Waguespack, Steven J. Waguespack and James E. Goeth.

Gretna, Louisiana, this 17th day of April, 19 90

JUDGE

PLEASE SERVE

Robert J. Creely
Attorney at Law appointed
to represent Lisa L. Marbut
Waguespack and Steven J.
Waguespack

AND

Robert J. Creely
Attorney at Law appointed
to represent James E. Goeth

AND

FOR PURPOSES OF NOTICE
PLEASE SERVE THE GUARANTORS

Antonio L. Santangelo Waguespack
1620 Webster Street
Kenner, Louisiana 70062

AND

Joseph D. Waguespack
1620 Webster Street
Kenner, Louisiana 70062

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. Hannon
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

APR 18 1990

ON MINUTES

CODED

Nº 397929

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FRANKLIN SAVINGS ASSOCIATION

vs.

JOYCE RICHARDSON DALES, IWPE OF 2ND ALLEN DALES AND DIGNA SEPULVEDA, ET AL

Plaintiff

Defendant

IRA I. MIDDLEBERG

Attorney for Plaintiff

Attorney for Defendant

Date of Filing APRIL 11, 1990 41

HP Exhibit 0189 (65)

DIV. A
JUDGE
L. THOMAS MARTELL, JR.

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NMC 1866-0046/ LOAN NO. 519260

CODED-77
 DIV. A
 JUDGE
 G. THOMAS PORTERUS, JR.

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 397-929

DIVISION

FRANKLIN SAVINGS ASSOCIATION

VERSUS

JOYCE RICHARDSON DALES, WIFE OF/AND ALLEN DALES
 AND DIGNA SEPULVEDA HUNTER, DIVORCED WIFE OF/AND CARL B. HUNTER

PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The petition of FRANKLIN SAVINGS ASSOCIATION, a corporation organized under the laws of the State of Kansas, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

Defendants, Joyce Richardson Dales and Allen Dales and Carl B. Hunter, are persons of the full age of majority whose whereabouts are unknown to petitioner.

Defendant, Digna Sepulveda Hunter, is a person of the full age of majority and resident of and domiciled in the Parish of Jefferson, State of Louisiana.

2.

The defendants are jointly, severally and solidarily liable unto petitioner for the following reasons, to-wit:

3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note executed by Joyce Richardson Dales wife of/and Allen Dales, payable to the order of "BEARER", in the principal sum of SEVENTY THOUSAND

file note to mortgage in Court

CODED-77

ISSUED

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PAGE

M. Sanders
 Secretary

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AND NO/100 (\$70,000.00) DOLLARS, dated June 10, 1980, payable in monthly installments, including principal and interest, beginning August 1, 1980 and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on July 1, 2010, and which note bears interest at the rate of 11 1/2% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Credit Sale dated June 10, 1980, passed before Jon A. Gegenheimer, Notary Public and two witnesses and recorded in Entry No. 928895, and MOB 799, folio 10, acquired at COB 984, folio 788, of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and mae a part hereof and marked "P-1" for identification. A certified true copy of the Act of Sale and Mortgage is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, Progressive Mortgage Corporation did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Carruth Mortgage Corporation by Act of Endorsement of Note, in authentic form, dated July 15, 1980, executed by John B. Tarantino, President and by Fred C. Piazza, Treasurer, and passed before Brenda H. Fontenot, Notary Public and two witnesses. A copy of said Act of Endorsement of Note is attached hereto and made a part hereof and marked "P-3" for identification.

5.

Further, Mellon Financial Services Corporation #7, formerly known as Carruth Mortgage Corporation did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Franklin Savings Association by Assignment of Mortgages, in authentic form, dated August 31,

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1989, executed by Carol B. Biondi, Vice President-Administrative and by Sally Hyatt, Assistant Secretary, and passed before Debbie S. Detinne, Notary Public and two witnesses. A copy of said Assignment of Mortgages is attached hereto and made a part hereof and marked "P-4" for identification.

6.

Further, plaintiff avers that it is the current holder of the aforesaid note, regardless of the endorsement mistakenly placed on the reverse of said note by Carruth Mortgage Corporation, as is shown more fully in that certain Ratification of Cancellation of Endorsement of Note executed by Mellon Financial Services Corporation #9, formerly known as Mellon Financial Services Corporation #7, formerly known as Carruth Mortgage Corporation on March 12, 1990, in authentic form, passed before Bonita M. Bishop, Notary Public, and two witnesses, the original of which document is attached hereto, made a part hereof, and marked "P-5" for identification.

7.

Digna Sepulveda Hunter and Carl B. Hunter did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Joyce Richardson Dales and Allen Dales, by Act of Sale and Assumption dated September 30, 1982, and passed before James S. Arceneaux, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in COB 1033, folio 322, Entry No. 1031119 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-6" for identification.

8.

Digna Sepulveda Hunter did acquire the property described hereinbelow from Carl B. Hunter, by Partial Partition of Community Property by and between Digna Sepulveda divorced wife of/and Carl

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B. Hunter dated July 6, 1989, and passed before illegible Notary Public, and two witnesses and which Partial Partition of Community Property was duly recorded in MOB 2576, folio 606 and in COB 2230, folio 21, Entry No. 89-29659 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Partial Partition of Community Property is attached hereto and made a part hereof and marked "P-7" for identification.

9.

By virtue of the aforementioned act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining situated in the PARISH OF JEFFERSON, State of Louisiana, in SQUARE NO. 106 of AIRLINE PARK NORTH, bounded by CRISTINE STREET, EISENHOWER AVENUE, GLENN STREET and FRANKEL AVENUE, designated as LOT NO. 19, on a survey made By Gilbert, Kelly and Coutirie, Inc., Sur., dated October 7, 1978, a copy of which is annexed to the vendor's act of purchase, passed before E.G. Miranne, Jr., Notary, 11/6/78, and according thereto, said LOT commences at a distance of 185 feet from the corner of CRISTINE STREET and EISENHOWER AVENUE, measures thence 60 feet front on CRISTINE STREET, the same width in the rear, by a depth of 105 feet between equal and parallel lines.

Improvements thereon bear the Municipal No. 6912 CRISTINE STREET.

10.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and with appraisalment, defendants having waived the demand for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure.

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11.

The defendants have failed to pay the installment due August 1, 1989 and all subsequent installments due under said note.

12.

Defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

13.

Therefore, FRANKLIN SAVINGS ASSOCIATION has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of \$65,794.11, interest at the rate of 11 1/2% per annum from July 1, 1989, until paid, together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

14.

By virtue of the terms of the aforementioned note and act(s) defendants agreed to pay reasonable attorney's fees upon the amounts due under said note for the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

15.

This Court has jurisdiction over the property affected and encumbered by the act described in Paragraph 3 hereinabove; but because defendants, Joyce Richardson Dales, Allen Dales and Carl B. Hunter, are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

16.

By virtue of paragraph 14 of said Act of Credit Sale,

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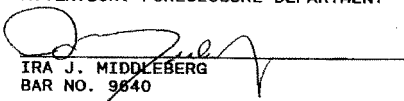
defendants waived any and all notice of demand.

WHEREFORE, the premises annexed and documents considered, petitioner prays for an order of executory process herein, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and with appraisalment, to pay and satisfy the claim of your petitioner in the principal sum of \$65,794.11, with interest at the rate of 11 1/2% per annum from July 1, 1989 until paid, together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney at law be appointed to represent the absent defendants in this proceeding.

MIDDLEBERG, RIDDLE & GIANNA
201 ST. CHARLES AVENUE - 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT


IRA J. MIDDLEBERG
BAR NO. 9640

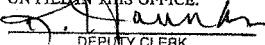
PLEASE SERVE NOTICE OF SEIZURE ON:

JOYCE RICHARDSON DALES, ALLEN DALES
AND CARL B. HUNTER
THROUGH COURT APPOINTED COUNSEL

AND

DIGNA SEPULVEDA HUNTER
5108 ALEXANDER DRIVE
METAIRIE, LOUISIANA 70003

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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ORDER

CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

FURTHER, LET Robert G. Creedy, attorney at law, be appointed to represent the absent defendants, Joyce Richardson Dales, Allen Dales and Carl B. Hunter, in this proceeding.

GRETN, LOUISIANA, this 17th day of April, 1990.

ON
FILED
APR 18 1990

Thomas R. Peltier
JUDGE

CODED 77

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

R. J. Hannan
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
L. THOMAS PORTERUS, JR.

Nº 398467

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

TROY & NICHOLS, INC.

vs.

Plaintiff

EARL HARRY LEWIS HECTOR OROZCO, JR. KELLY LEIGH LEDET

Defendant

GEORGE B. DEAN, JR.
Attorney for Plaintiff

Attorney for Defendant

Date of Filing

APRIL 23, 1990 JL

PERMANENT

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CODED
DISTRICT COURT 77

DIV. A
JUDGE

JUDGE
G. THOMAS PORTER, DEPUTY CLERK

CODED - 11
operation authorized

DEFINITION

Received from Mr. J. H. ...
... 7-10-23.

CODED-11

3.

- (a) Original promissory note paraphrased for identification with the act of mortgage and/or privilege (Exhibit A);
- (b) Certified copy of act of mortgage and/or privilege importing a confession of judgment (Exhibit B);
- (c) Original of Act of Endorsement of Note and Assignment of Note and Mortgage (Exhibit C).

not a part w/ ^{my} _{let.} CODED-11
APR 26 1990

7. Morris
Deputy Clerk

50390 0314

4.

Plaintiff enjoys the benefit of the following:

- (a) Confession of judgment;
- (b) Pact de non alienando;
- (c) Waiver of appraisalment;
- (d) Waiver of demand for payment;
- (e) Waiver of homestead exemption;
- (f) Right to accelerate for nonpayment.

5.

The defendants defaulted on (breached) the note and mortgage by failing to pay, when due, the monthly installment for August 1, 1989, and defendants remained in default by thereafter failing to pay, in full, such installment and all successive monthly installments and other amounts due on the note and mortgage before plaintiff accelerated the entire indebtedness represented by the note and mortgage which entire indebtedness remains unpaid.

6.

Defendants are not entitled to the benefit of the Soldiers & Sailors Civil Relief Act of 1940.

7.

Plaintiff is entitled to enforce its mortgage and/or privilege on the following described property in an executory proceeding, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in T 14 S, R23 E, West of the Mississippi River, said piece of land being a part of Ames Farms in Jefferson Parish, State of Louisiana, and according to a plan of survey made by William E. Cloutet, Surveyor, dated February 16, 1962, a copy of which is annexed to an Act before Gordon L. Bynum, N.P. dated April 9, 1962 said tract is designated as Parcel "B". Said tract is more fully described on plan of J. J. Krebs & Sons, Inc., dated December 5, 1983 and is described as Plot "Y", and further by resubdivision approved by the Jefferson Parish Council under Ordinance Number 16035 dated May 23, 1984, recorded under Notarial Entry No. 84-28861 said parcel of land is designated as SIEVERS SUBDIVISION, and is more fully described as follows: LOT 48, SQUARE B, is bounded by SOUTH OAK DRIVE, AMES BOULEVARD (side), NORTH OAK DRIVE (side), and MT. SHASTA LANE, commences at a distance of 528 feet from the intersection of Mt. Shasta Lane and South Oak Drive, and measures thence 43 feet front on South Oak Drive, same width in the rear, by a depth of 95 feet between equal and parallel lines. All in accordance with a survey by BFM Corporation, dated February 4, 1985, and resurveyed June 28, 1985 to show improvements. Improvements thereon bear the Municipal Number 5908 South Oak Drive, Marrero, Louisiana, 70072; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

8.

The whereabouts of defendant, KELLY LEIGH LEDET, are unknown. Therefore, an attorney at law should be appointed to represent said defendant upon whom service of seizure and any other required services might be made.

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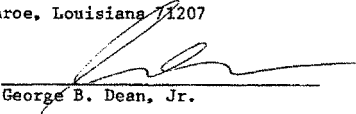
WHEREFORE, PLAINTIFF PRAYS that:

I. A writ of seizure and sale issue to sell the property described in Paragraph 7 above without appraisal and from the proceeds thereof to pay the amount owed plaintiff, to-wit: \$48,828.76, interest thereon at 12.000% per annum from July 1, 1989, amounts due for taxes and insurance premiums at the rate of \$37.77 per month from August 1, 1989 through January 31, 1990, and at the rate of \$36.77 from February 1, 1990, any additional amounts which plaintiff, as permitted by the note and mortgage, hereafter advances, and proves according to law, for taxes, assessments, repairs to and maintenance of the property, attorney's fees of 10% of all amounts due, subject to a credit of \$108.26, and all costs hereof and

II. The Clerk issue the writ of seizure and sale immediately.

III. An attorney at law be appointed as Curator ad Hoc upon whom service of seizure and any other required services might be made.

THOMPSON, SPARKS, DEAN & MORRIS
1401 Royal Avenue
P. O. Box 2867
Monroe, Louisiana 71207

BY: 
George B. Dean, Jr.

ATTORNEYS FOR PLAINTIFF

PLEASE SERVE DEFENDANTS AT:

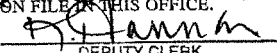
EARL HARRY LEWIS
5908 S. Oak Drive
Marrero, LA 70072

HECTOR OROZCO, JR.
1913 Hampton Drive
Harvey, LA 70058

KELLY LEIGH LEDET
through her court appointed attorney, her whereabouts are unknown.

This is the property address: 5908 S. Oak Drive
Marrero, LA 70072

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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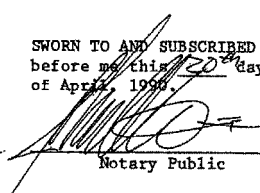
STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned authority, personally came and appeared GEORGE B. DEAN, JR., who, being by me first duly sworn, deposed and said that he is the attorney for petitioner herein and that the allegations of fact contained herein are true and correct to the best of his knowledge, information and belief.


George B. Dean, Jr.

SWORN TO AND SUBSCRIBED
before me this 20th day
of April, 1990.


Notary Public

FILED

APR 24 1990

DEPUTY CLERK

ORDER

Considering plaintiff's petition and the exhibits and finding that plaintiff is entitled hereto,

IT IS ORDERED that a writ of seizure and sale issue commanding the Sheriff to seize and sell the property described in Paragraph 7 of the petition affected by the mortgage and/or privilege as prayed for and according to the law.

IT IS ORDERED that Robert C. Crilly, Attorney at Law, be appointed as Curator ad Hoc upon whom service of notice and any other required services might be made.

Gretna, Louisiana, this 24th day of April, 1990.

CODED

APR 28 1990

OF MINUTES

JUDGE

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK

J. Hanner
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

PERMANENT

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3036

DIV. A

JUDGE

a. THOMAS PORTIUS, JR.

DIV

N° 399387

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIFTH DISTRICT SAVINGS & LOAN ASSOCIATION

Plaintiff

VS.

EMELINA PERES TRENCO

Defendant

GEORGE PIVACH, II

Attorney for Plaintiff

Attorney for Defendant

Date of Filing

MAY 10, 1990 JL

HP Exhibit 0189 (68)

1982 190 31770 CODED

#150-

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

No: 399-387

DIV. A JUDGE THOMAS PORTEOUS, JR. TICKET NO:

FIFTH DISTRICT SAVINGS & LOAN ASSOCIATION

VERSUS

EMELINA PERES TRENCO

FILED:

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

CODED

PERMANENT

The petitioner, Fifth District Savings & Loan Association, (formerly Fifth District Homestead Society), a Louisiana corporation having its domicile in the City of New Orleans, State of Louisiana, with respect represents that:

I.

Petitioner is the holder and owner, for valuable consideration, of a promissory note, dated August 31, 1978, made and subscribed by Emelina Peres Trencó, hereinafter called defendant, of the full age of majority and resident of the State of Florida, to the order of Fifth District Homestead Society, now Fifth District Savings & Loan Association, petitioner herein, payable in accordance with the charter of said petitioner, and under the agreements and stipulations as set forth in the act within which said note is identified for the full sum of THIRTEEN THOUSAND SIX HUNDRED AND 00/100 (\$13,600.00) DOLLARS, for value received, with interest at the rate of TEN (10%) percent per annum from date of said note until paid, said interest being payable monthly at the office of said petitioner, all in accordance with the charter of the petitioner, and which note is paraphed "Ne Varietur" for identification with an act of sale and mortgage dated August 31, 1978 passed before Kent Satterlee, Jr., Notary Public, in and for the Parish of Orleans, State of Louisiana, wherein the petitioner for the price and sum of THIRTEEN THOUSAND SIX HUNDRED AND 00/100 (\$13,600.00) DOLLARS sold to defendants in settlement of which purchase price for the defendants gave their note in the said sum of THIRTEEN THOUSAND SIX HUNDRED AND 00/100 (\$13,600.00) DOLLARS, the following described property, to-wit:

CODED

MAY 17 1993

file note not to be put in court

ISSUED

MAY 17 1993

CODED

DATE

M. Landis
Deputy Clerk

152190 3173

ONE CERTAIN LOT OF GROUND, together with all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in, lying and being in the City of Westwego, PARISH OF JEFFERSON, State of Louisiana, according to plan of Alvin E. Hotard and Clifford G. Webb, Civil Engineers, dated May 3, 1941 as per sixth revision dated April 13, 1947, a copy of which is attached to act of sale by Marrero Land & Improvement Assn. Ltd., to Mr. and Mrs. Clenece J. Alleman, passed before Louis H. Marrero, N.P., of Jefferson Parish, dated February 1, 1949 and forming part of what is known as WHITEHOUSE SUBDIVISION, and according to said plan said lot is designated as Lot No. 35 of Square No. 37, which said Square is bounded by TENTH and ELEVENTH STREETS, AVENUES "B" and "C", said lot measures 32 feet front on Avenue "C", the same width in the rear, by a depth between equal and parallel lines of 125.81 feet.

According to survey of Wilton J. Dufrene, Land Surveyor, dated August 16, 1978, Lot 35 of Square 37 has the same measurements, designations and location as set forth hereinabove except it shows Lot 35 commencing at a distance of 96 feet from the intersection of Avenue C and Tenth Street.

The improvements thereon bear Municipal No. 1114 Avenue C.

Being the same property acquired by Margaret Guillot, wife of/and Vincent Phillip, Jr. from Fifth District Homestead Society, per act before Miles J. Blazeck, Jr., Notary Public, dated August 1, 1974, registered in C.O.B. 819, folio 814.

Being the same property acquired by Emelina Peres Trencu by act before Kent Satterlee, Jr., Notary Public, dated August 31, 1978, registered in COB 937, folio 411.

II.

That act of sale and mortgage was duly registered in COB 937, folio 411, records of Jefferson Parish, and was also recorded in MOB 746, folio 67, records of said parish. All of the same will more fully appear from the original of said note which is attached hereto and made a part hereof, and which is marked "Exhibit A", and from a certified copy of the act of sale and mortgage which is also attached hereto, and made a part hereof and is marked "Exhibit B".

III.

In the said act of sale and mortgage, petitioner retained the vendor's lien and privilege and defendants granted a special mortgage under the pact "De Non Alienando", upon the said property to secure the payment of said note, with interest, attorney's fees, taxes and insurance premiums, all as set forth in said act of sale and mortgage.

IV.

In the said act of sale and mortgage, the said defendants confessed a judgment upon the note and consented that if payment was not made in accordance with the terms and stipulations of the

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act, the mortgaged property might be seized and sold by executory process for cash and without appraisalment, the said mortgagor having dispensed with appraisalment thereof and waived and renounced the benefits of appraisalment.

V.

To further secure the payment of said note, the said defendants gave to petitioner in pledge, all of the installments paid or to be paid in monthly reduction shares of the petitioner, represented by certificate number 9296 all in accordance with the terms and provisions of the charter and by-laws of petitioner; and they further bound themselves to pay monthly the sum of ONE HUNDRED THIRTY ONE AND 26/100 (\$131.26) DOLLARS and agreed that should they fail to pay the said interest and installments, or any portion thereof, on the said note, such failure would, without putting said defendants in default, make the promissory note, with all interest thereon and costs and expenses incurred in accordance with the provisions of the act, become immediately due and exigible and the petitioner would have the right to seize and sell the property by executory process, all in accordance with the provisions of the said act of sale and mortgage.

VI.

The defendants have failed to pay the installments in accordance with the terms of the note, and the defendants have also failed to pay interest from December 1, 1989; therefore, after valid credits have been allowed defendants, there is a present principal balance due on the note of NINE THOUSAND TWO HUNDRED FIFTY EIGHT AND 06/100 (\$9,258.06) DOLLARS with interest thereon at the rate of TEN (10%) percent from December 1, 1989, until paid.

VII.

In the act of sale and mortgage the defendants agreed to pay the fees of the attorney at law who might be employed to institute proceedings to recover the amount due under the said note, which fees were fixed at TEN (10%) percent of the amount claimed herein.

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VIII.

Petitioner avers that amicable demand pursuant to the terms of the act of mortgage has been made without avail; all as more fully shown on copy of letter dated addressed to defendants attached hereto along with return receipt which said letter specified the breach, the action required to secure said breach, and further specifying the time period for which the breach must be cured, and would further notify mortgagors that failure to cure said breach would result in acceleration of payments and sale of the mortgaged property.

IX.

The defendants did at the act of sale and mortgage waive all homestead rights and exemptions which they may be entitled to under the laws and constitution of the State of Louisiana.

X.

Petitioner, Fifth District Savings & Loan Association has exercised its option as holder of this note and declares the balance of the note, including principal, interest and attorney's fees due and payable.

XI.

Upon information and belief, Emelina Peres Trencó is an absent defendant residing outside the State of Louisiana and as such it is necessary to appoint a curator ad hoc to represent her interest herein.

WHEREFORE, the premises and annexed documents being considered, Fifth District Savings & Loan Association, petitioner herein, prays for an order of executory process, dispensing with the demand for payment and the three days delay and the issuance of a writ of seizure and sale herein, that notice of seizure be served upon defendants herein, and that the Sheriff of the Parish of Jefferson, State of Louisiana, be directed to seize, after due service of notice of seizure, advertisements, delays, requisites and formalities, free and clear of all homestead rights and exemptions, and to sell at public auction, with appraisement and to the highest bidder for cash, the hereinabove described property, to pay and satisfy the claim of petitioner in the full

152190 3131 -

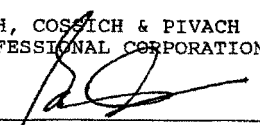
sum of NINE THOUSAND TWO HUNDRED FIFTY EIGHT AND 06/100 (\$9,258.06) DOLLARS with interest thereon at the rate of TEN (10%) percent per annum from December 1, 1989, until paid, plus TEN (10%) percent of the total amount claimed herein as attorney's fees and for all costs of these proceedings; and that out of the proceeds of the sale petitioner be paid the amount of its claim in preference and priority over all other persons.

Petitioner further prays the Court appoint a curator ad hoc to represent the interest of the defendant in this matter.

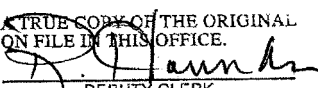
Petitioner prays further for all orders and decrees necessary in the premises.

RESPECTFULLY SUBMITTED:

PIVACH, COSSICH & PIVACH
A PROFESSIONAL CORPORATION

BY: 
GEORGE PIVACH, II
ATTORNEYS AT LAW
306 Belle Chasse Highway North
Suite 104
P.O. Box 7125
Belle Chasse, Louisiana 70037
Telephone: (504) 394-1870
Bar #: 10798 GPII

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

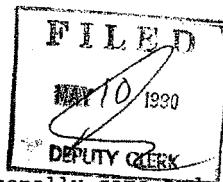

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

352190 3182

VERIFICATION

STATE OF LOUISIANA

PARISH OF ORLEANS

CODED

BEFORE ME, the undersigned authority, personally came and appeared:

DAVID C NOCAN

of Fifth District Savings & Loan Association, who after being by me duly sworn did depose and say:

That Fifth District Savings & Loan Association is the petitioner in the above and foregoing petition;

That all of the allegations contained therein are true and correct to the best of his knowledge, information and belief;

That the account of the defendant herein is delinquent as alleged in said petition;

That the said mortgage and vendor's lien are subject to foreclosure herein.

A large, stylized handwritten signature, likely of the notary public, written in ink.

SWORN TO AND
SUBSCRIBED BEFORE ME
THIS 10th DAY OF March, 1930.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
H. J. Vanner
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

152190 3183

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

No: 399-387

DIVISION " "

DOCKET NO:

FIFTH DISTRICT SAVINGS & LOAN ASSOCIATION

VERSUS

EMELINA PERES TRENCO

FILED:

May 14, 1990

DEPUTY CLERK

Myra Landis

CODED

O R D E R

CONSIDERING the allegations of the foregoing verified petition and the exhibits attached thereto:

IT IS ORDERED THAT EXECUTORY PROCESS ISSUE herein as prayed for and according to law; that the defendants' waiver of demand for payment be and is hereby recognized; and that a Writ of Seizure and Sale issue to the Sheriff for the Parish of Jefferson, State of Louisiana, commanding him to seize the property described in the Petition and, after due legal advertisement in accordance with law, to proceed with the sale of the property, with appraisement, to satisfy the demand and claim of petitioner herein.

IT IS FURTHER ORDERED THAT Robert D. S. Creely be, and he is hereby appointed as curator ad hoc to represent Emelina Peres Trencó in these proceedings.

Gretna, Louisiana, this 14th day of May, 1990.

MAY 16 1990
ON MINUTES

[Signature]
J U D G E

CODED

PLEASE SERVE NOTICE OF SEIZURE ON:

- 1) EMELINA PERES TRENCO,
through her court appointed
Curator Ad Hoc

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
E. THOMAS PORTER, JR.

Nº 400119

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FRANKLIN SAVINGS ASSOCIATION

Vs.

Plaintiff

LEAH DUNNAM MUSGROVE, WIFE OF/AND WOODROE WILSON MUSGROVE

Defendant

IRA J. MIDDLEBERG

Attorney for Plaintiff

Attorney for Defendant

Date of Filing MAY 23, 1990 JL

PERMANENT

NMC 1866-0066 / LOAN NO. 519910

DIV. A
JUDGE
G. THOMAS PORTER, JR.

24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 400-119

DIVISION "

FRANKLIN SAVINGS ASSOCIATION
VERSUS

LEAH DUNNAM MUSGROVE, WIFE OF/AND WOODROE WILSON MUSGROVE

CODED**PERMANENT**PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The petition of FRANKLIN SAVINGS ASSOCIATION, a savings association organized under the laws of the State of Kansas, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

CODED

Defendants, Leah Dunnam Musgrove and Woodroe Wilson Musgrove, are persons of the full age of majority and non-residents of the State of Louisiana; whose last known mailing address is 922 Quail Hollow Road, Mobile, Alabama 36695.

2.

The defendants are jointly, severally and solidarily liable unto petitioner for the following reasons, to-wit:

3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note executed by Leah Dunnam Musgrove wife of/and Woodroe Wilson Musgrove, payable to the order

ISSUED

MAY 31 1980

DATE

M. Landry

Deputy Clerk

CODED

- 1 -

file with mortgage in vault

*ck #5446 p. 52000
a. r. h. h. 5-24-80*

160590-2808

of "OURSELVES", and endorsed by the said Leah Dunnam Musgrove and Woodroe Wilson Musgrove, in the principal sum of THIRTY SEVEN THREE HUNDRED AND NO/100 (\$37,300.00) DOLLARS, dated April 14, 1982, payable in monthly installments, including principal and interest, beginning June 1, 1982 and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on May 1, 2012, and which note bears interest at the rate of 15.500% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Vendor's Lien dated April 14, 1982, passed before William W. Shaw, Jr., Notary Public and two witnesses and recorded in MOB 848, folio 506, acquired at COB 1023, folio 399, of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and made a part hereof and marked "P-1" for identification. A certified true copy of the Act of Vendor's Lien is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, Mellon Financial Services Corporation #7, formerly Carruth Mortgage Corporation did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Franklin Savings Association by Assignment of Mortgages, in authentic form, dated August 31, 1989, executed by Carol R. Biondi, Vice President-Administrative and by Sally Hyatt, Assistant Secretary, and passed before Debbie S. Detinne, Notary Public and two witnesses. A certified true copy of said Assignment of Mortgages is attached hereto and made a part hereof and marked "P-3" for identification.

5.

Further, plaintiff avers that it is the current holder of the aforesaid note, regardless of the endorsement mistakenly placed in the reverse of said note by Carruth Mortgage Corporation, as is shown more fully in that certain Act of Ratification of Cancellation of Endorsement of Note executed by Mellon Financial Services Corporation #9, formerly Mellon Financial Services

160 590 2819

Corporation #7, formerly Carruth Mortgage Corporation on May 9, 1990, in authentic form, passed before Bonita M. Bishop, Notary Public, and two competent witnesses, the original of which document is attached hereto, made a part hereof, and marked "P-4" for identification.

6.

By virtue of the aforementioned act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part hereof known as LIVE OAK MANOR SUBDIVISION, all as per plan by Subdivision Planning Engineers, Inc., dated March 16, 1959, revised June 9, 1959, approved under Ordinance No. 4152, adopted by the Jefferson Parish Council, filed for record under entry No. 159352, in COB 486, folio 469, and as per Act of Dedication before Harold J. Zeringer, Jr., Notary Public, dated September 16, 1959, filed for record under Entry No. 160982 in COB 488, folio 343, more particularly described as follows:

LOT 11 of SQUARE 12, bounded by James Street, Richelle Street, Judith Street, Helis Drive and Jay Place and said Lot 11 measures 55 feet front on Richelle Street, the same width in the rear, with a depth of 95 feet on each sideline. According to a survey by J. J. Krebs & Sons, Inc., dated October 29, 1981, last redated April 8, 1982, Lot 11 commences at a distance of 110 feet from the corner of Richelle Street and James Street and bears the same designation, located and measurements as above set forth.

The Improvements bear the No. 22 Richelle Street.

7.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and without appraisalment, defendants having waived the

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demand for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure.

8.

The defendants have failed to pay the installment due November 1, 1989 and all subsequent installments due under said note.

9.

Defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

10.

Therefore, FRANKLIN SAVINGS ASSOCIATION has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of \$36,507.34, interest at the rate of 15.500% per annum from October 1, 1989, until paid, together with 10% per cent upon said principal and interest, as attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

11.

By virtue of the terms of the aforementioned note and act(s) defendants agreed to pay the attorney's fees equal to 10% of the amounts due under said note for the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

12.

This Court has jurisdiction over the property affected and encumbered by the act described in Paragraph 3 hereinabove; but because defendants, Leah Dunnam Musgrove and Woodroe Wilson Musgrove, are absentees who cannot be

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served personally with process, an attorney at law should be appointed to represent them.

13.

By virtue of paragraph 14 of said Act of Vendor's Lien, defendants waived any and all notice of demand.

WHEREFORE, the premises annexed and documents considered, petitioner prays for an order of executory process herein, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and without appraisalment, to pay and satisfy the claim of your petitioner in the principal sum of \$35,507.34, with interest at the rate of 15.500% per annum from October 1, 1989 until paid, together with 10% per cent upon said principal and interest, as attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney at law be appointed to represent the absent defendants in this proceeding.

MIDDLEBERG, RIDDLE & GIANNA
201 ST. CHARLES AVENUE - 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT

IRA J. MIDDLEBERG
BAR NO. 9640

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ON FILE IN THIS OFFICE.

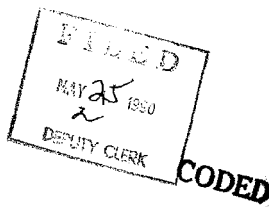
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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PLEASE SERVE NOTICE OF SEIZURE ON:

LEAH DUNNAM MUSGROVE AND
WOODROE WILSON MUSGROVE
THROUGH COURT APPOINTED COUNSEL

ORDER



CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

FURTHER, LET Robert G. Creeley, attorney at law, be appointed to represent the absent defendants, Leah Dunnam Musgrove and Woodroe Wilson Musgrove, in this proceeding.

GRETN, LOUISIANA, this 25th day of May, 1990.

Thomas P. [Signature]
JUDGE

CODED

ON MINUTES
MAY 29 1990

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 400913

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

LEADER FEDERAL BANK FOR SAVINGS

vs.

PAMELA WARE, DIVORCED WIFE BY FIRST MARRAIGE OF JOSEPH E. SMITH, ET AL

Plaintiff

Defendant

JAMES C. ARCEBERRY, III
Attorney for Plaintiff

Attorney for Defendant

Date of Filing JUNE 8, 1990 KL

DIV. A
PAGE
1 THOMAS PERIODS, JR.

#185.00

6 2 7 9 0 0 3 0 8

DIV. A

JUDGE

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 400-913

DIVISION "1"

LEADER FEDERAL BANK FOR SAVINGS

VERSUS

PAMELA WARE, DIVORCED WIFE BY FIRST MARRIAGE OF
 JOSEPH E. SMITH, JR., DIVORCED WIFE BY SECOND MARRIAGE OF
 PERCY J. WILLIAMS, NOW WIFE OF/AND GLENN A. HEISSER

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT
 COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Leader Federal Bank for Savings a Federal
 Mutual Savings Bank, organized and existing under the Laws of
 the United States of America which has its principal place of
 business at 158 Madison, Memphis, Tennessee 38103, which said
 institution adopted a new charter on February 9, 1989 changing
 its name from Leader Federal Savings and Loan Association to
 Leader Federal Bank for Savings becoming a federal mutual
 savings bank evidence of which is duly recorded in COB 2240,
 folio 251, with respect, represents:

I.

Petitioner is the holder and owner, for valuable
 consideration before maturity, of a promissory note executed by
 Pamela Ware Heisser, wife of and Glenn A. Heisser who are
 residents of and domiciled in the Parish of Jefferson, State of
 Louisiana, payable to the order of Bearer in the principal sum
 of \$70,599.00 dated April 14, 1987 payable at Leader Federal
 Savings and Loan Association, P. O. Box 2926, Memphis,
 Tennessee, or at such other place as the holder may designate
 in writing, in fixed monthly installments, including principal
 and interest of \$593.63 commencing on the first day of May,

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ISSUED

DATE

JUN 19 1990

Deputy Clerk

JUN 19 1990
 filed note charging in rem
 COB 2240

6 2 7 9 0 0 4 0 9

1987 and payable in full on or before the first day of April, 2017. The said note bears interest at the rate of 9.50% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Credit Sale dated April 14, 1987 and passed before Patricia B. Arnona, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 1893, folio 208, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Leader Federal Mortgage, Inc. lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

C 6 2 7 9 0 0 3 1 0

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Leader Federal Savings and Loan Association and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as JEFFERSON PLACE SUBDIVISION, DESIGNATED LOT 12, SQUARE 38, bounded by Bienville Drive, Willowbrook Drive, Brett Drive, and Iberia Street. Said Lot 12 begins 300 feet from the corner of Bienville Drive and Iberia Street and measures thence 60 feet front on Bienville drive, the same width in the rear, by a depth of 100 feet between equal and parallel lines. All as more fully shown on a survey by Mandle Surveyors, dated March 16, 1987.

Improvements thereon bear Municipal No. 216 Bienville Drive, Gretna, La. 70053.

Being the same property acquired by Pamela Ware, wife of/and Glenn A. Heisser on April 14, 1987. Registered in COB 1700, folio 109.

VI.

By Act of Notarial Endorsement and Assignment of Mortgage Note dated April 14, 1987 executed before Anita Jones, Notary Public, the above described mortgage note was transferred and assigned by Leader Federal Mortgage, Inc. unto Leader Federal Savings and Loan Association, which said assignment is attached hereto and made a part hereof and marked Plaintiff's Exhibit "C".

VII.

By Ratification and Confirmation of Notarial Endorsement and Assignment of Mortgage Note dated May 22, 1990 executed before Susan Barthel, Notary Public, the above Notarial Endorsement and Assignment of Mortgage Note was corrected, as will more fully appear from said Act of Correction, which is attached

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hereto and made a part hereof and which is marked Plaintiff's Exhibit "D".

VIII.

By Act of Correction dated May 22, 1990 executed before Stephen J. Windhorst, Notary Public, registered in Instrument No. 90-21640, the above mortgage was corrected, as will more fully appear from said Act of Correction, a certified copy of which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "E".

IX.

The reverse of the above described note bears an endorsement in blank with an accompanying paragraph identifying the endorsement with an assignment dated June 4, 1987. In truth and in fact, the assignment was never completed and the said note was paraphed in error inasmuch as the note was never transferred by Leader Federal Savings and Loan Association or its successor, Leader Federal Bank for Savings and has remained in their possession from the date it was executed. Accordingly, the incomplete endorsement and accompanying paragraph should be disregarded and should be treated as of no effect whatsoever.

X.

The petitioner herein, Leader Federal Bank for Savings, has been advised that Pamela Ware, wife of/and Glenn A. Heisser, the defendants herein, are thought to be living and residing in Fort Collins, Colorado and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants.

XI.

The mortgagors having failed to make the payments required under the terms of their mortgage, are in default under the terms of said mortgage and Leader Federal Bank for Savings as the last holder of the note, after having given due notice to

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mortgagors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from September 1, 1989 to date.

WHEREFORE, petitioner prays that the Court appoint a Curator-ad-Hoc to represent the absent Pamela Ware, wife of/and Glenn A. Heisser and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson State of Louisiana, to seize and sell without appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$69,515.42 with 9.50% percent interest thereon from August 1, 1989 until paid, together with reasonable attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY: James C. Arceneaux
 JAMES C. ARCENEUX, III
 Bar Roll No. 2524
 210 Baronne Street
 Suite 1210 First NBC Building
 New Orleans, La. 70112
 Phone: (504) 522-8256

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

D. J. Annals
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, L.A.

6 2 7 9 0 3 6

JUN 13 1990

CODED-11

ORDER

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, without appraisement.

Let Robert D. Creely, Esq. be appointed Curator-ad-Hoc to represent the absent defendants, Pamela Ware, wife of/and Glenn A. Heisser.

Gretna, Louisiana

June 12th, 1990

JUN 14 1990

ON PETITION

JUDGE

CODED-11

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
- (2) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
- (3) COPY OF PETITION ON:

Robert D. Creely, Esq.
Curator-ad-Hoc to represent the
absent defendants
Pamela Ware, wife of/and
Glenn A. Heisser

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

R. D. Hann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A

JUDGE

THOMAS PORTERUS, JR.

DIV

Nº 401600

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COURTESY FINACIAL SERVICES, INC.

Plaintiff

vs.

KEITH ANDERSON AND SHAROL A. DAVIS

Defendant

ERIC OLIVER FOR PLAINTIFF

Attorney for Defendant

Date of Filing

JUNE 22, 1990 JL

FILED
JUN 23 1990

C 1 0 9 9 0 0 1 1 0 4

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 401-600

DIVISION "A"

DOCKET NO.

COURTESY FINANCIAL SERVICES, INC.

VERSUS

KEITH ANDERSON and SHAROL A. DAVIS

FILED:

DEPUTY CLERK

MOTION AND ORDER TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, James Courtesy Financial Services, Inc., a Louisiana corporation doing business in the Parish of Jefferson, State of Louisiana, herein represented by Cheryl Roche, its duly authorized representative, who does with respect move for an order of this Court to appoint a Curator ad Hoc to represent the absent defendants, Keith Anderson and Sharol A. Davis, for the following reasons, to-wit:

I.

Mover, plaintiff in the above captioned and numbered proceedings, has been advised by the Sheriff's Office of the Parish of Jefferson that they have been unable to serve the three (3) day notice of demand required as part of the foreclosure proceedings due to the defendants, Keith Anderson and Sharol A. Davis, whereabouts being unknown at this time.

II.

It is therefore necessary for a Curator ad Hoc to be appointed to represent the absent defendants herein, upon whom pleadings can be served and against whom the executory action can take place.

WHEREFORE, mover prays that a Curator ad Hoc be appointed by the Court to represent the interests of the absent defendants, Keith Anderson and Sharol A. Davis, in the interest of protecting

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J 1092001105

the rights of Keith Anderson and Sharol A. Davis and affording mover, Courtesy Financial Services, Inc., the executory process action provided for in the note and mortgage sued upon.

Respectfully submitted,

ERIC OLIVER PERSON
Attorney for Plaintiff
757 St. Charles Avenue
Suite 301
New Orleans, Louisiana 70130
(504) 522-8890
BAR NO. 10530

O R D E R

Considering the above and foregoing motion,

IT IS ORDERED, ADJUDGED AND DECREED that Richard C. Creely be named Curator ad Hoc for the absent defendants, Keith Anderson and Sharol A. Davis, in the above captioned and numbered proceedings upon whom service can be had to protect the interest of the absent defendants, Keith Anderson and Sharol A. Davis.

Signed at Gretna, Louisiana, this 5th day of November, 1990.

CODED

Thomas B. Creely
J U D G E

PLEASE SERVE:
Court Appointed Curator

NOV 8 1990

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. J. Vann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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Nº 402214

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV

DIV. A
JUDGE
E. THOMAS PORTER, JR.

RESOLUTION TRUST CORPORATION, SUCCESSOR-IN-INTEREST TO THE FEDERAL SAVINGS & LOAN, ET AL

VS.

ROBERT P. GUASTELLA

Plaintiff

Defendant

JAMES J. O'NEIL
Attorney for Plaintiff

Attorney for Defendant

Date of Filing JULY 6, 1990 JL

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PAID 30.00

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 402-214

RESOLUTION TRUST CORPORATION,
 Successor-in-Interest to the Federal Savings & Loan
 Insurance Corporation, as Conservator of Citizens Homestead
 Association with the Federal Deposit Insurance Corporation
 as Managing Agent

VERSUS

ROBERT P. GUASTELLA

FILED FOR RECORD
 '90 NOV 26 PM 1 49
 DEPUTY CLERK
 PARISH OF JEFFERSON

CODED-11

FILED: _____

DEPUTY CLERK

MOTION FOR APPOINTMENT OF CURATOR AD HOC

NOW INTO COURT, through undersigned counsel, comes RESOLUTION TRUST CORPORATION, Successor-in-Interest to Federal Savings and Loan Insurance Corporation, appearing herein as Conservator of Citizens Homestead Association and respectfully represents:

1.

Information provided by the Sheriff's Office for the Parish of Jefferson indicates that the citation issued to defendant, Robert P. Guastella, in these proceedings was returned by the sheriff as he was unable, after numerous attempts, to locate the defendant. All attempts at service have been unsuccessful and at this time, plaintiff has no other information as to where this defendant may be located.

2.

Plaintiff is informed and believes, and alleges, that Robert P. Guastella, defendant in this suit, has his legal domicile in this parish and has no information that he has established any other domicile, but has no agent or other legal representative in the parish and no fixed place of residence with a person living there competent to receive service of process, and that it is, therefore, necessary that the court appoint an attorney at law to represent him and upon whom service of process may be made.

WHEREFORE, plaintiff prays that an attorney at law be

not of agent who is not
 DEC 05 1990
 DATE
 S/ MYRA LANDIK
 Deputy Clerk
 CODED

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appointed to represent the absent defendant; that he be served with a copy of the petition herein and duly cited to appear and answer same and after due proceedings had there be judgment in favor of petitioner and against the defendant, Robert P. Guastella, as originally prayed for herein.

Respectfully submitted,

MCNULTY & O'CONNOR

BY: James J. O'Connor

James J. O'Connor
Bar Roll No. 10160
Jefferson Agency Code 7449
622 Baronne Street
New Orleans, Louisiana 70113
(504) 522-2889

O R D E R

Considering the foregoing motion,

IT IS ORDERED that Robert P. Guastella be appointed as attorney at law to represent the defendant, Robert P. Guastella, in these proceedings and that he be served with a citation and copy of the petition herein.

Gretna, Louisiana, this 3rd day of December, 1990.

CODED

ON MINUTES
DEC 4 1990

James J. O'Connor
JUDGE

11-26-90 200.00
I, HEREBY CERTIFY THAT Attorney Guastella
COSTS INCURRED IN THIS MATTER fees
HAVE BEEN PAID.

Kevin Romano
Deputy Clerk

CODED-11

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

James J. O'Connor
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, L.A.

Nº 404087

DIV. A
CLERK
E. THOMAS FORTNUS, JR.

24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

TROY & NICHOLS, INC.

Vs.

CHERYL ANN BLOECHER

Plaintiff

Defendant

GEORGE B. DEAN, JR.

Attorney for Plaintiff

Attorney for Defendant

AUGUST 8, 1990 JL

Date of Filing

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24th DISTRICT COURT.
 TROY & NICHOLS, INC. A FILED: _____
 VERSUS NO.404-087
 CHERYL ANN BLOECHER

MOTION & ORDER TO APPOINT CURATOR

On Motion of the TROY & NICHOLS, INC. and on suggesting to the court that Plaintiff has been unable to perfect service upon defendants, CHERYL ANN BLOECHER and, despite the diligent efforts to plaintiff and the Sheriff of JEFFERSON Parish, Louisiana, as reflected by the Sheriff's return on the NOTICE OF DEMAND, and the whereabouts of said defendant being unknown, and as attorney of law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert H. Creely, attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Shelma, Louisiana, this 7th day of November, 1990.

CODED

JUDGE

VERIFICATION

STATE OF LOUISIANA
 PARISH OF OUACHITA

BEFORE ME, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

George B. Dean, Jr.

SWORN TO AND SUBSCRIBED
 before me this 30th day
 of OCTOBER, 1990.

Etter Lee Monard
 Notary Public

LAST KNOWN ADDRESS:
 211 EMERSON DRIVE
 KENNER, LA. 70063

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

Myra Landix
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

ISSUED

NOV 14 1990

DATE

S/ MYRA LANDIX

Deputy Clerk

CODED

FILED FOR RECORD

DEPUTY CLERK

PARISH OF JEFFERSON, LA.

NOV 13 1990

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DIV.

DIV. N
JUDGE
SUSAN CHEFARDY

N^o 405232

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

IN RE: INTERDICTION OF JESSIE MAE PEPPERS

vs.

Plaintiff

Defendant

DAVID J. HEEBET

Attorney for Plaintiff

Attorney for Defendant

AUGUST 30, 1986

Date of Filing

10159001913

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 405232

DIVISION: "4"

IN RE:

INTERDICTION OF
JESSIE MAE PEPPERS

FILED: _____

DEPUTY CLERK

MOTION FOR APPOINTMENT OF CURATOR AD HOC

On motion of June Lawrence, through her undersigned counsel, and on suggesting to the Court that as will appear from the Sheriff's return of record in these proceedings, JESSIE MAE PEPPERS, the Defendant herein, was personally served with citation on _____, 19__; that the delay for answering has expired; and that the Defendant has made no appearance in these proceedings:

IT IS ORDERED by the Court that:

1. Robert S. Cooley, Attorney at Law, is appointed to represent the Defendant, JESSIE MAE PEPPERS, in these proceedings; and

2. Citation and a certified copy of this order and the petition in this matter, be served on the attorney at law appointed above to represent the Defendant.

Gretna, Louisiana, this 3rd day of October, 1990

CODED

[Signature]
JUDGE

10-1-1990
I, HEREBY CERTIFY THAT NO
ANSWER OR OTHER PLEADINGS
HAVE BEEN FILED IN THIS MATTER.

[Signature]
DEPUTY CLERK

10-1-1990
COST. REF. FILED
HALL B. 10-1-1990
CLERK

ON FILE
A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED

OCT 11 1990

DATE

S/ MYRA LANDEX
Deputy Clerk

DIV. A
JUDGE
E. THOMAS PORTER, JR.

Nº 405793

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Plaintiff

vs.

PATSY GILES METCALF, WIFE OF/AND CHALRES BURTIS METCALF AND, ET AL

Defendant

IRA J. MIDDLEBERG

Attorney for Plaintiff

Attorney for Defendant

Date of Filing **SEPTEMBER 12, 1990** **JL**

10000000338

8.

The defendants have failed to pay the installment due April 1, 1990, and subsequent installments due under said note.

9.

Defendants are therefore in default under the terms and conditions of the aforesaid note and acts.

10.

Therefore, FEDERAL NATIONAL MORTGAGE ASSOCIATION, has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of \$18,509.05, interest at the rate of 7.00% per annum from March 1, 1990, until paid, together with reasonable attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

11.

By virtue of the terms of the aforementioned note and acts, defendants agreed to pay a reasonable fee to the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

12.

In the note, defendants waived presentment, protest and notice.

WHEREFORE, the premises annexed and documents considered, petitioner prays for an order of executory process herein, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and with appraisement, to pay and satisfy the claim of your petitioner in the principal sum of \$18,509.05 with interest at the rate of 7.00% per annum from

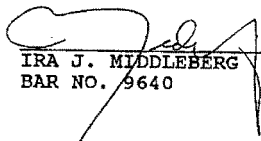
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March 1, 1989 until paid, together with all sums advanced for taxes and/or insurance, together with reasonable attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney at law be appointed to represent the absent defendants.

MIDDLEBERG, RIDDLE & GIANNA
201 ST. CHARLES AVENUE, 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT



IRA J. MIDDLEBERG
BAR NO. 9640

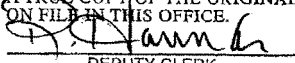
PLEASE SERVE NOTICE OF SEIZURE ON:

PATSY GILES METCALF, WIFE OF/AND
CHARLES BURTIS METCALF
Through Court Appointed Counsel

AND

PAULA HYMEL TARAVELLA, WIFE OF/AND
CLAYTON P. TARAVELLA
5069 Woodcrest Drive
Marrero, Louisiana 70072

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.



DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

GRETNA, LOUISIANA, this 14th day of September 1990.

ON MINUTES
SEP 18 1990

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DIV. A
JUDGE
DIV. & THOMAS PORTER JR.

NO 496038

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

STANDARD MORTGAGE CORPORATION

Plaintiff

VS.

Plaintiff

VERONICA WILLIAMS, WIFE OF/AND EMILE BLAUN AND JULIETA LORENZO, ET AL

Defendant

JAMES C. ARGENEAUX, III

Attorney for Plaintiff

Attorney for Defendant

Date of Filing SEPTEMBER 18, 1990 JL

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 406-038

STANDARD MORTGAGE CORPORATION

VERSUS

VERONICA WILLIAMS, WIFE OF/AND EMILE BLUAIN

AND

JULIETA LORENZO, WIFE OF/AND GERRIT OVERKAMP

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation having its principal place of business at 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, with respect, represents:

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Julieta Lorenzo, wife of/and Gerrit Overkamp who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of Ourselves and by the makers endorsed in blank in the principal sum of \$62,700.00 dated March 15, 1983 payable at Standard Mortgage Corporation, New Orleans, Louisiana, or at such other place as the holder may designate in writing, in fixed monthly installments, including principal and interest of \$645.18 commencing on the first day of May, 1983 and payable in full on or before the first day of April, 2013. The said note bears interest at the rate of 12.00% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for

file note & mortgage in suit
OCT 01 1990

-1-

OCT 01 1990

DATE

S/ MYRA LANDER

Deputy Clerk

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identification with an Act of Credit Sale dated March 15, 1983 and passed before H. Gordon Hartman, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 873, folio 897, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in

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favor of the mortgagee, Standard Mortgage Corporation and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

THAT CERTAIN, PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in Township 14 South, Ranges 23 and 24 East, Southeast Land District of Louisiana, West of the Mississippi River, known as Harvey Canal Property, Jefferson Parish, Louisiana, designated as Parcels G-1-B and Q-1, per plan by J.J. Krebs & Sons, Inc., C.E., dated May 15, 1973, revised September 26, 1973, April 11, 1974, May, 5, 1975, December 29, 1975, October 19, 1976, March 27, 1978, July 24, 1978, December 5, 1979 and May 22, 1981, which said portion has been resubdivided into WOODMERE SOUTH SUBDIVISION, SECTION I, all as per plan of resubdivision made by J.J. Krebs & Sons, Inc., C.E. & S., dated April 13, 1981, approved by the Jefferson Parish Council by Ordinance No. 14846, recorded in COB 1011, folio 815, and Ordinance No. 14938, recorded in COB 1014, folio 893, and as per Act of Dedication before Odom B. Heebe, Notary Public, dated December 4, 1981, recorded in COB 1016, folio 209, same being designated as follows:

LOT 111, SQUARE C, which said square is bounded by Melissa Drive, Destrehan Avenue, Shannon Drive and Keith-Way Drive, and said LOT 111 commences at a distance of 255.82 feet from the intersection of Destrehan Avenue and Melissa Drive, and measures thence 65 feet front on Melissa Drive, same in width in the rear, by a depth of 100 feet between equal and parallel lines; all as per survey made by J.J. Krebs & Sons, Inc., C.E. & S., dated November 8, 1982, resurveyed December 29, 1982 to show improvements.

Improvements thereon bear Municipal No. 3716 Melissa Drive, Harvey, La. 70058.

Being the same property acquired by Veronica Williams, wife of/and Emile Bluain on July 28, 1988. Registered in COB 2011, folio 294.

VI.

By Act of Cash Sale and Assumption of Mortgage executed July 28, 1988, before Ellen Mullins, Notary Public, the above described property was transferred by Julieta Lorenzo, wife of/and Gerrit Overkamp to Veronica Williams, wife of/and Emile Bluain, which said act is duly recorded in MOB 2303, folio 56, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain

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mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Standard Mortgage Corporation, has been advised that Julieta Lorenzo, wife of/and Gerrit Overkamp, two of the defendants herein, are thought to be living and residing at 4422 152nd Place S.E., Bellevue, Washington and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants.

VIII.

The assumptors having failed to make the payments required under the terms of the assumed mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation as the last holder of the note, after having given due notice to mortgagors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from May 1, 1990 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent Julieta Lorenzo, wife of/and Gerrit Overkamp and, further, petitioner prays for an order of Executory Process herein, and further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisal and, after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and

19132002030

exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$60,324.38 with 12.00% percent interest thereon from April 1, 1990 until paid, together with 10.00% percent attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY: James C. Arceneaux
 James C. Arceneaux, III
 Bar Roll No. 2524
 Attorney for Petitioner
 210 Baronne Street, Suite 1210
 New Orleans, LA 70112
 (504) 522-8256

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

Dr. J. J. J. J.
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

10139002035

ORDER

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, without appraisalment.

Let Robert D. Ceeley, Esq. be appointed Curator-ad-Hoc to represent the absent defendants, Julieta Lorenzo, wife of/and Gerrit Overkamp.

Gretna, Louisiana

September 21, 1990

JUDGE

PLEASE SERVE:

- (1) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
- (2) COPY OF PETITION ON:

Veronica Williams, wife of/and
Emile Bluaïn
3716 Melissa Street
Harvey, La. 70058

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
- (2) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
- (3) COPY OF PETITION ON:

_____, Esq.
Curator-ad-Hoc to represent the
absent defendants
Julieta Lorenzo, wife of/and
Gerrit Overkamp

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ON MINUTES
SEP 24 1990

1 2 1 7 0 0 2 3 7 2

DIV. A
DIV.
JUDGE
G. THOMAS FORTSON, JR.

NO 406299

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

S U C C E S S I O N O F R A M O N A M U N I Z A B R I L

vs.

Plaintiff

Defendant

ROMUALDO GONZALEZ

Attorney for Plaintiff

Attorney for Defendant

Date of Filing SEPTEMBER 24, 1990 JL

201172180337
 TWENTY-FOURTH JUDICIAL DISTRICT COURT
 FOR THE PARISH OF JEFFERSON

NO. 406-299

DIVISION "A"

SUCCESSION

OF

RAMONA MUNIZ ABRIL, wife of ALBERTO E. ABRIL

FILED: _____

DEPUTY CLERK

FIRST AMENDING AND SUPPLEMENTAL PETITION

The First Supplemental and Amending Petition of Alberto E. Abril, respectfully represents that:

1.

Plaintiff wishes to amend her Petition To Rescind Judgement of Possession filed on November 16, 1990, in the following respects.

2.

By adding allegations to be numbered Paragraph "1" to read as follows:

I.

The estate of Ramona Muniz Abril, not being free of debt, as originally stated, and requiring the sale of the immovable property located at 641 Cameron, Kenner, Louisiana, requires that the administration be reopened and Alberto E. Abril, surviving spouse of Ramona Muniz Abril be reinstated as administrator.

3.

By adding an additional paragraph to be numbered as follows:

II.

The following heirs of Ramona Muniz Abril have not been located at these their last known addresses:

1. Jose A. Abril
75 W. 11th Street Apt. #8 son
Hialeah, Florida 33010
SS# 438-06-6306
2. Josefina Alvarado-Abril
1711 Creole Street daughter
LaPlace, Louisiana 70068
3. Jesus Lopez-Muniz Mr. Abril's stepson
4378 W. Flager #6 Mrs. Abril's son from
Miami, Florida prior marriage

ISSUED

DATE

*cit. & 1st suppl. amend
w/ not of April*
 JAN 15 1991
 S/ MYRA L. LAMARCA
 Deputy Clerk

Deputy Clerk

FILED FOR RECORD
 JAN 16 1991
 DEPUTY CLERK
 PARISH OF JEFFERSON
 LA

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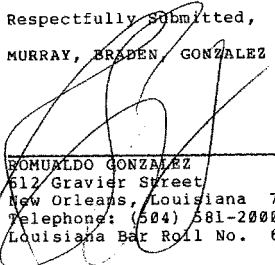
Petitioner desires that the Honorable Court appoint a Curator ad hoc to represent the absentee heirs in these proceedings, who are essential parties in interest.

WHEREFORE, petitioner, Alberto E. Abril, reiterating the prayers of his original Petition as though set forth at length herein, prays that this Supplemental and Amending Petition be filed, and that after due proceedings had, there be judgement in favor of petitioner, and against the defendants as originally prayed for herein.

WHEREFORE, petitioner further prays that an attorney at law be appointed by this Honorable Court, said attorney to represent the parties in interest who are absent from the State of Louisiana, that the Curator be served with a copy of this petition and cited to appear and answer it, and that after due proceedings there be judgement as prayed for.

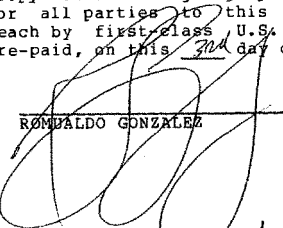
Respectfully Submitted,

MURRAY, BRADEN, GONZALEZ & RICHARDSON

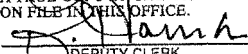

ROMUALDO GONZALEZ
612 Gravier Street
New Orleans, Louisiana 70130
Telephone: (504) 581-2000
Louisiana Bar Roll No. 6118

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by first class U.S. Mail, properly addressed and postage pre-paid, on this 30th day of July, 1991


ROMUALDO GONZALEZ

ATTEST COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

0-1170100234

ORDER

Let the foregoing Supplemental and Amending Petition be filed as prayed for.

Let Robert Casely be and he/she is hereby appointed attorney to represent the absent heirs/parties in interest herein.

Gretna, Louisiana, this 9th day of January, 1991.

CODED

JUDGE

ON MINUTES

PLEASE SERVE: CURATOR AD HOC

JAN 11 1991

1-4-91
 200.
 Cur fee
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A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

7112101900

AMATO AND CREELY
 A PROFESSIONAL LAW CORPORATION
 901 DERBIGNY STREET
 POST OFFICE BOX 441
 GRETN, LOUISIANA 70054-0441
 TELEPHONE: 504-367-8181
 TELEFAX: 504-362-5168

February 28, 1991

Clerk of Court
 Parish of Jefferson
 New Gretna Courthouse
 Gretna, Louisiana 70053

Re: Succession of Ramona Muniz
 Abril, wife of Alberto E. Abril
 24th JDC No. 406-299 *A*

Dear Sir:

I have been advised by opposing counsel that the above captioned matter has been finalized. Therefore, please forward to my office at your next convenience the curator fee deposited with the court in this matter.

Sincerely,

Robert G. Creely

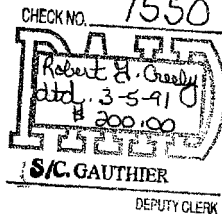
ROBERT G. CREELY

RGC/da

money deposit 1-4-91

order sign 1-9-91

Robert Creely



ATI

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FOSTER MORTGAGE CORPORATION"

VS.

Plaintiff

GEROGE WASHINGTON BLAKELY (A/K/A GEROGE W. BLAKELY)

Defendants!

~~JANE FAIA MENTZ~~
~~Attorney for Plaintiff~~

Attorney for Defendant

Date of Filing OCTOBER 11 1990 JL

1 2 2 0 2 0 0 4 1 7

90-0702

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 407,210

FOSTER MORTGAGE CORPORATION

VERSUS

GEORGE WASHINGTON BLAKELY
(A/K/A GEORGE W. BLAKELY)

DIVISION "A"

PARISH OF JEFFERSON
DEPUTY CLERKFILED FOR RECORD
7 PM 2 25

CODED-11

FILED: _____
DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Foster Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), George Washington Blakely (a/k/a George W. Blakely), is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), George Washington Blakely (a/k/a George W. Blakely).

IT IS ORDERED BY THE COURT, that _____
attorney at law be and he is hereby appointed curator ad hoc for

not of apt
DATE DEC 19 1990
S/ MYRA LANDIX
Deputy Clerk

CODED

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defendant(s) George Washington Blakely (a/k/a George W. Blakely),
in these proceedings and that a Writ of Seizure and Sale issue
herein, and be served upon said attorney at law.

Gretna, Louisiana, this 11th day of December, 19 90

CODED

JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: [Signature]
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
KAREN A. CROSBY
Louisiana Bar Roll No. 19313
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

70 MINUTES
DEC 13 1990

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

N^o 408362

DIV D-1

FILED
JUL 11 1990
U.S. DISTRICT COURT
NEW ORLEANS, LA.

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

RESOLUTION TRUST CORPORATION, AS RECIEVER FOR ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIAT

Plaintiff

vs.

ROBIN KEARNEY

Defendant

MARK C. LANDRY

Attorney for Plaintiff

Attorney for Defendant

Date of Filing

NOVEMBER 5, 1990 JL

HP Exhibit 0189 (81)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. *408-362*RESOLUTION TRUST CORPORATION, AS RECEIVER FOR ENTERPRISE
FEDERAL SAVINGS AND LOAN ASSOCIATION

VERSUS

ROBIN KEARNEY

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

The petition of Resolution Trust Corporation, a corporation organized by Act of Congress, domiciled in the City of Washington, District of Columbia, as receiver for Enterprise Federal Savings and Loan Association, a federal savings and loan association incorporated under the laws of the United States of America, having its principal place of business in the Parish of Jefferson, State of Louisiana, respectfully represents the following:

I.

Made defendant herein is Robin Kearney, a person of the full age of majority, domiciled in the City of Deerfield Beach, State of Florida.

II.

Plaintiff is the holder in due course and owner for valuable consideration before maturity of a certain promissory note in the amount of \$49,500.00 dated December 5, 1984, payable to the order of Enterprise Federal Savings and Loan Association, and executed by defendant. The original of said promissory note is attached hereto and made a part hereof.

III.

Plaintiff, Resolution Trust Corporation, as receiver for Enterprise Federal Savings and Loan Association is the present holder of the promissory note. Although the promissory note is payable to the order of Enterprise Federal Savings and Loan Association, plaintiff is the holder of said promissory note by virtue of the following:

A. On November 20, 1985, Enterprise Federal Savings and

ISSUED

*not of demand
not of asset*

NOV 14 1985

DATE

S/ MYRA LANDIX

Deputy Clerk

CODED

file note in mortgage in court, CODIC

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CODED

CODED

FILED FOR RECORD
NOV 5 3 37 PM '85
CLERK OF COURT
PARISH OF JEFFERSON
JUDGE G. THOMAS P. JR.

01219001038

Loan Association endorsed said note to the order of Federal Home Loan Bank of Dallas.

B. On April 13, 1989, the Federal Home Loan Bank of Dallas endorsed said note to the order of the Resolution Trust Corporation as Receiver for Enterprise Federal Savings and Loan Association.

C. The Director of the Office of Thrift Supervision, by order No. 89-145, dated September 7, 1989, appointed Resolution Trust Corporation as receiver for Enterprise Federal Savings and Loan Association.

D. The foregoing is evidenced by a certified copy of an Act of Deposit which acknowledges documents which evidence the occurrences described in the foregoing paragraph. Said certified copy of the Act of Deposit is attached hereto and made a part hereof.

IV.

The said promissory note was paraphed "Ne Varietur" for identification with an act of mortgage dated December 5, 1984, passed before Henry G. Sullivan, Jr., Notary Public in and for the Parish of Jefferson, State of Louisiana, recorded in the public records of the Parish of Jefferson at MOB 1028, folio 299. A certified copy of said act of mortgage is attached hereto and made a part hereof.

V.

In the act of mortgage herein referred to, the said defendant did specially mortgage, affect and hypothecate unto and in favor of all future holders of said promissory note, the following described property, situated in the Parish of Jefferson, State of Louisiana, to wit:

ONE CERTAIN CONDOMINIUM UNIT, together with its appurtenant interest in the common elements, described as UNIT 311, CYPRESS COURT CONDOMINIUM, Jefferson Parish, Louisiana, all as shown on a plat by BFM Corporation, R.P. Fontcuberta, Jr., PLS, dated March 26, 1984, annexed as Exhibit "A" to that certain "Declaration Creating and Establishing Condominium Property Regime for the Cypress Court Condominium", executed by Seville Properties, Inc., dated March 15, 1984, acknowledged same date before Karl M. Hansen, Jr., Notary Public, registered COB 1032, folio 358, Jefferson Parish, Louisiana,

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whereby Seville Properties, Inc. created and established said condominium property regime on that certain immovable property described as follows:

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part known as HESSMER FARMS, designated as LOTS 118-A and 118-X-1, in that square bounded by Edenborn Drive, Interstate Highway No. 10, Division Street (side), Canal No. 4 (43rd Street) side, in accordance with a plan of resubdivision by R. Fontcuberta, Jr., Land Surveyor, dated January 18, 1984, approved by the Jefferson Parish Council, Ordinance No. _____, which lots or portions of ground adjoin each other and measure as follows:

LOT 118-X-1 fronts 95.56' feet on Edenborn Drive by a depth of 302.33' feet on the Interstate Highway No. 10 side, by a width in the rear of 99.07' feet (actual), 99.09' feet (plan), by a depth on the side line adjoining Lot 118-A of 300.14' feet.

LOT 118-A adjoins Lot 118-X-1 and fronts 125' feet on Edenborn Drive, by a depth of 300.14' feet on the side adjoining Lot 118-X-1, having a width in the rear of 124.93' feet (actual), 125.06' feet (plan), and a depth on the Canal No. 4 (43rd Street) side of 297.4' feet, all as per aforementioned plan of R. Fontcuberta, Land Surveyor, dated January 18, 1984.

Being the same property acquired by Robin Kearney from Seville Properties, Inc. by act before Henry G. Sullivan, Jr., Notary Public, dated December 5, 1984, registered in COB _____, folio _____, Parish of Jefferson, Louisiana.

VI.

In the said Act of Mortgage, the said defendant confessed judgment upon the promissory note in favor of plaintiff and any future holder of the promissory note, and consented that if same were not paid in accordance with its stated terms and conditions and the stipulations of the act, then the said property might be seized and sold under executory process to the highest bidder, for cash, all of which will more fully appear by reference to the certified copy of the act of mortgage annexed hereto and made a part hereof.

101 212001040

VII.

Under the terms of the act of mortgage, defendant further agreed to pay 20% attorney's fees in the event of suit.

VIII.

Plaintiff alleges that said promissory note is in default and, therefore, it is fully due and payable and fully mature for the following reasons, to wit:

1. Defendant has failed to pay her installment payment due on October 1, 1986, and the continuing installments due thereafter in accordance with the terms of the promissory note and act of mortgage.
2. Amicable demand for payment in full was made upon the defendant by correspondence dated December 22, 1986, in accordance with the act of mortgage, to no avail.

IX.

There remains due and owing unto plaintiff the following sums on the said promissory note:

1. Principal in the amount of \$49,188.21.
2. Interest in the amount of \$24,380.85, accrued through October 18, 1990, together with interest at the rate of 12% per annum from October 19, 1990, until paid.
3. Late charges in the amount of \$1,273.08.
4. Attorney's fees in the amount of 20% of principal and interest.
5. All costs of these proceedings, including court costs and sheriff's costs.

X.

Defendant is a non-resident of the State of Louisiana, on information and belief now being domiciled in the State of Florida, and it is therefore necessary for the Court to appoint an attorney at law to represent her.

WHEREFORE, the premises and the annexed documents considered, Resolution Trust Corporation as receiver for Enterprise Federal Savings and Loan Association prays that an order of Executory Process issue herein, that defendant be served with the demand for payment required by Louisiana Code of Civil Procedure Article 2639, and upon defendant failing to comply therewith, a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, with appraisalment and with the delays provided in

UN 219001043

Articles 2639 and 2640 of the Louisiana Code of Civil Procedure, and according to law, for cash, the property described in paragraph V above, to pay and satisfy the claim of plaintiff in the following amounts:

1. Principal in the amount of \$49,188.21.
2. Interest in the amount of \$24,380.85, accrued through October 18, 1990, together with interest at the rate of 12% per annum from October 19, 1990, until paid.
3. Late charges in the amount of \$1,273.08.
4. Attorney's fees in the amount of 20% of principal and interest.
5. All costs of these proceedings, including court costs and sheriff's costs.

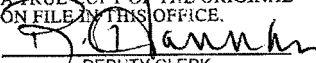
And that out of the proceeds of the sale of the property subject to the mortgage, plaintiff be paid the amount of its claim in preference and priority over all other person or entities.

NEWMAN, MATHIS, BRADY & WAKEFIELD
A Professional Law Corporation
212 Veterans Boulevard
Metairie, Louisiana 70005
Telephone: (504) 837-9040

By: _____

MARK C. LANDRY
LA Bar Roll No. 7991

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

01217001043

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO.

DIVISION " "

RESOLUTION TRUST CORPORATION, AS RECEIVER FOR ENTERPRISE
FEDERAL SAVINGS AND LOAN ASSOCIATION

VERSUS

ROBIN KEARNEY

FILED: _____
DEPUTY CLERK

VERIFICATION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and
appeared:

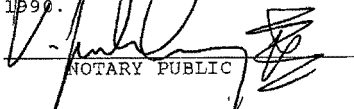
MITCH OVERMILLER,

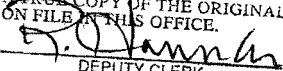
who, after being duly sworn, did depose and say:

That he is employed by plaintiff, in the capacity of Asset
Specialist. That in the ordinary course of business he has
become personally familiar with the account of the defendant.
That he has read all of the allegations contained in the above
and foregoing Petition for Executory Process and that all of the
allegations of fact contained therein are true and correct to the
best of his knowledge, information and belief.


MITCH OVERMILLER

Sworn to and subscribed before
me this 18 day of October.
1990.


NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

01219001041

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.

DIVISION " "

RESOLUTION TRUST CORPORATION, AS RECEIVER FOR ENTERPRISE
FEDERAL SAVINGS AND LOAN ASSOCIATION

VERSUS

ROBIN KEARNEY

FILED: _____

DEPUTY CLERK

ORDER

LET executory process issue as prayed for herein, and let
Robert G. Creely, attorney at law, be and he is hereby
appointed to represent the absent defendant Robin Kearney.

Gretna, Louisiana, this 7th day of November, 1990.

CODED

ON MINUTES

NOV 13 1990

JUDGE

Please serve defendant with appropriate notices including the
Article 2639 three day notice of demand for payment:

ROBIN KEARNEY

through her duly appointed curator ad hoc

LAST KNOWN ADDRESS:

1228 South Military Trail
Deerfield Beach, Florida

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. J. Hann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
DIV. 1
JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

Nº 408817

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

RESOLUTION TRUST CORPORATION AS RECEIVER FOR ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

Plaintiff

vs.

CARMEN EDWARDS BATISTE, IWFE OF/ABD KEVIN D. BATISTE

Defendant

THA J. MIDDLEBERG Attorney for Plaintiff

Attorney for Defendant

Date of Filing NOVEMBER 14, 1990 JL

EFSLA 1938-0028 / LOAN NO. 10-10018896

21

24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 408-817,

DIVISION "A"

CODED: 11

FILED FOR RECORD
JAN 4 PM 2 55
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

RESOLUTION TRUST CORPORATION AS RECEIVER FOR
ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

-VERSUS-

CARMEN EDWARDS BATISTE, WIFE OF/AND KEVIN D. BATISTE

SUPPLEMENTAL AND AMENDED
PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The Supplemental and Amended Petition for Executory Process on Mortgage Note of RESOLUTION TRUST CORPORATION AS RECEIVER FOR ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, respectfully represents that it desires to supplement and amend its original petition for executory process on mortgage note earlier filed on November 14, 1990.

I.

By amending paragraph one (1) of the original petition to read as follows, to-wit:

1.

Defendants, Carmen Edwards Batiste and Kevin D. Batiste are persons the full age of majority whose whereabouts are unknown to petitioner.

CODED

ISSUED

DATE

not of apt w/ not of dem
JAN 17 1991
S/ MYRA LANDIX
Deputy Clerk

1230100000

II.

By adding paragraph fourteen (14) to read as follows, to-wit:

14.

This Court has jurisdiction over the property which this mortgage is sought to be enforced; but because defendants, Carmen Edwards Batiste and Kevin D. Batiste are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

III.

Your petitioner reurges and reiterates each and every other allegation set forth in the original petition as if copied in extenso.

WHEREFORE, petitioner prays that an attorney at law be appointed to represent the absentee defendants, Carmen Edwards Batiste and Kevin D. Batiste, that after notice of demand for payment, and that a writ of seizure and sale issue directing the Sheriff for the Parish of Jefferson, State of Louisiana to seize and sell the mortgaged property with appraisement, and according to law to satisfy petitioner's claim as originally prayed for herein.

MIDDLEBERG RIDDLE & GIANNA
201 ST. CHARLES AVENUE, 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT

IRA J. MIDDLEBERG
BAR NUMBER 9640

A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

2 2 2 1 0 3 2 9 5

PLEASE SERVE:

CARMEN EDWARDS BATISTE
 KEVIN D. BATISTE
 THROUGH COURT APPOINTED COUNSEL

ORDER

CONSIDERING the allegations in the foregoing supplemental and amended petition for executory process on mortgage note,

IT IS ORDERED by the Court that Robert D. Cusly attorney at law, be and is hereby appointed as Curator Ad Hoc to represent the absentee defendants, CARMEN EDWARDS BATISTE AND KEVIN D. BATISTE, in this proceeding.

GRETN, LOUISIANA, this 17th day of January, 1991.

CODED
Shawn S. C. C.
 JUDGE

ON MINUTES
 JAN 16 1991

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

R. D. Hann
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

No 49824

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Vs.

Plaintiff

JOYCE KELLY ALBERT, (JOYCE KELLY), DIVORCED WIFE OF HERBERT C. ALBERT, JR

Defendant

JAMES C. ARGENEAUX, III
Attorney for Plaintiff

Attorney for Defendant

Date of Filing DECEMBER 10, 1990 JL

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO: 409-824

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

JOYCE KELLY ALBERT, (JOYCE KELLY), DIVORCED WIFE OF
HERBERT C. ALBERT, JR.

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT
COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Federal National Mortgage Association, a corporation organized and existing under the laws of the United States of America and whose permanent mailing address is 13455 Noel Road, Suite 600, Dallas, Texas 75201, with respect represents.

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Joyce Kelly Albert who was a resident of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of Laurance Eustis Mortgage Corporation in the principal sum of \$74,100.00 dated June 1, 1983 payable at P.O. Box 61900, New Orleans, Louisiana 70161, or at such other place as the holder may designate in writing, in fixed monthly installments, including principal and interest of \$796.59 commencing on the first day of August, 1983 and payable in full on or before the first day of July, 2013. The said note bears interest at the rate of 12.60% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Mortgage dated June 1, 1983 and passed before James G. Sax, Notary Public in and for the

-1-

ISSUED

DATE

S/ MYRA LANDIX
Deputy Clerk

JAN 03 1983
file under mortgage in vault
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Parish of Orleans and two witnesses, and duly recorded in MOB 881, folio 885, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagor did, in the said act, waive all homestead exemptions to which she may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagor agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Laurance Eustis Mortgage Corporation lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagor bound and obligated herself not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagor confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagor did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Laurance Eustis Mortgage Corporation and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State

LC 0991001110

of Louisiana, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, designated as WOODMERE SUBDIVISION, SECTION 7, all as per plan of resubdivision by J.J. Krebs & Sons, Inc., C.E. & S., dated July 24, 1978, approved by the Jefferson Parish Council by Ordinance No. 13812, on March 28, 1979, registered April 27, 1979 in COB 955, folio 226, same being designated as follows:

Lot 1877, Square RR, Which Square is bounded by West Catawba Drive, Catawba Court (side), 90 degree Canal Right of Way and Eastview Drive, and said lot commences 1,016.12 feet from the corner of West Catawba Drive and Eastview Drive with a first frontage of 42.15 feet, a further frontage of 14.45 feet and a further frontage of 5.81 feet, all on West Catawba Drive, 60 feet in rear, by a depth of 91.49 feet on the northerly lot line and a depth of 100 feet on the opposite lot line. All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated May 26, 1983.

Improvements thereon bear Municipal No. 2500 West Catawba Drive, Harvey, La. 70058.

VI.

By Act of Notarial Endorsement and Assignment of Mortgage Note dated June 24, 1983 executed before Grayuord F. Martin, Notary Public, the above described mortgage note was transferred and assigned by Laurance Eustis Mortgage Corporation unto Federal National Mortgage Association, which said assignment is attached hereto and made a part hereof and marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Federal National Mortgage Association, has been advised that the whereabouts of Joyce Kelly Albert, the defendant herein, are unknown and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendant.

VIII.

The mortgagor having failed to make the payments required under the terms of her mortgage, is in default under the terms of said mortgage and Standard Mortgage Corporation, as

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servicing agent for Petitioner has given due notice of default to mortgagor herein on July 16, 1990 (copy of default letter annexed). Petitioner has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from May 1, 1990 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent Joyce Kelly Albert and, further, petitioner prays for an order of Executory Process herein, that due notice of demand be served upon the defendant and thereafter, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisalment and, after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$71,750.75 with 12.60% percent interest thereon from April 1, 1990 until paid, together with 10.00% percent attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY James C. Arceneaux III
 JAMES C. ARCENEUX, III
 Bar Roll No. 2524
 210 Baronne Street
 Suite 1210 First NBC Building
 New Orleans, Louisiana 70130
 Phone: (504) 522-8256

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

J. J. Smith
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

5-1099100201

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEUX, III

who, being by me first duly sworn, did depose and say:

That he is the attorney for Standard Mortgage Corporation, servicing agent for Federal National Mortgage Association and that, as such, he is familiar with the account of Joyce Kelly Albert, Account No. 056961 (342), which said account has a principal balance of \$71,790.75 plus interest at a rate of 12.60% from April 1, 1990 until paid, which said account is currently due for the months of May 1, 1990 until date; that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct to the best of his knowledge, information and belief.

James C. Arceneux
JAMES C. ARCENEUX, III

SWORN TO AND SUBSCRIBED BEFORE ME,

This 21st day of November, 1990

Patricia R. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
R. J. Hamlin
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

O R D E R

Considering the allegations of the foregoing petition and the exhibits annexed thereto let Executory Process issue herein. It is further ordered that a Notice of Demand for payment be served on defendants herein and thereafter that a writ of seizure and sale issue herein, as prayed for according to law without appraisement.

Let Robert C. Kelly, Esq. be appointed Curator-
ad-Hoc to represent the absent defendant, Joyce Kelly Albert.
Gretna, Louisiana

Dec 12, 1990, 1990

90


JUDGE

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
(2) NOTICE OF DEMAND
(3) NOTICE OF SEIZURE AND SALE
(4) COPY OF PETITION ON:

ON MINUTES
DEC 13 1990

_____, Esq.
Curator-ad-Hoc to represent the
absent defendant
Joyce Kelly Albert

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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DIV. A
JUDGE
DIV. THOMAS PORTER, JR.

Nº 409873

24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR FRANKLIN SAVINGS ASSOCIATION

vs.

TONY JOSEPH CANTELEE, JR. AND MILDRED AVRAGNET CANTELEE AND JON GREGORY MAXWELL AND, ET AL

Plaintiff

Defendant

JANE PAIA MENTZ

Attorney for Plaintiff

Attorney for Defendant

Date of Filing: DECEMBER 11, 1990. JL

7297
CODED

90-0874

24TH JUDICIAL DISTRICT COURT FOR THE DISTRICT OF JEFFERSON
STATE OF LOUISIANA

DIV. A

NO. 409-873

JUDGE
G. THOMAS PORTOUS, JR.RESOLUTION TRUST CORPORATION
AS CONSERVATOR FOR FRANKLIN SAVINGS ASSOCIATION

VERSUS

TONY JOSEPH CANTRELLE, JR.

AND

MILDRED AVIRAGNET CANTRELLE

AND

JON GREGORY MAXWELL

AND

DEBBIE BRINKLEY FOUNTAIN

AND

ANGUS A. FOUNTAIN

FILED:

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

The petition of Resolution Trust Corporation as Conservator for Franklin Savings Association, a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Ourselves", and by the makers thereof duly endorsed in blank, made, subscribed and executed by Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle, defendants herein, which said note is dated March 31, 1983, in the original principal sum of Forty-Eight Thousand Four Hundred Fifty and No/100 (\$48,450.00) Dollars, with principal and interest payable at the rate of Four Hundred Ninety-Eight and 37/100 (\$498.37) Dollars per month, commencing on the first day of May, 1983, and bearing Twelve (12%) percent per annum interest from date, and providing that said note shall bear attorney's fees in the amount of Ten (10%) percent of all sums due under said note, which said note is secured and is

CODED
DATE

JAN 3 - 1991

7-20-91

note v Mortgage Filed & Vested 12-11-90 7:00 PM CODED

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officially paraphed "Ne Varietur" in conformity with an Act of Mortgage passed before Patricia B. Arnona, Notary Public, dated March 31, 1983 and which mortgage is recorded in Mortgage Office Book 875, folio 930, Entry Number 83-12163, Parish of Jefferson, State of Louisiana. Said note is secured by an Act of Vendor's Lien Mortgage, in favor of "Carruth Mortgage Corporation", on the following described property, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in that part known as MEADOWBROOK SUBDIVISION, UNIT NO. 1 and according to a plan of subdivision made by J. J. Krebs & Sons, C. E., dated April 22, 1965, revised August 9, 1965, approved by the Jefferson Parish Council on August 19, 1965, Ordinance No. 7276, said portion of ground is designated, situated and measures as follows:

LOT 28, located in SQUARE 17, bounded by Willowbrook Drive, Juniper Drive, Mt. Laural (or Mt. Laurel) Drive and the East line of the subdivision. Lot 28 measures 60 feet front on Willowbrook Drive, same width in the rear, by a depth of 120 feet between equal and parallel lines. Lot 28 lies nearer to and commences 305.65 feet from the corner of Willowbrook and Juniper Drives. All as more fully shown on survey made by William Maier, C.E., dated October 17, 1970, except that the East Line of the subdivision side is presently shown as Servitude Jefferson-Plaquemines Drainage District. All according to survey by Sterling Mandle, Land Surveyor, dated March 24, 1983, except that said Square 17 is bounded by Willowbrook Drive, Juniper Drive, 100' Drainage Servitude in favor of Jefferson Plaquemines Drainage District and Mt. Laural Drive (side), a copy of which survey is annexed hereto and made a part hereof.

The improvements thereon bear Municipal Number 641 Willowbrook Drive.

II.

Carruth Mortgage Corporation has since changed its name to Mellon Financial Services Corporation #7. Said note is endorsed "Pay to the Order of Franklin Savings Association, without recourse, Carruth Mortgage Corporation", which, together with an act of notarial assignment of mortgage note passed before Debbie S. Detinne, Notary Public, dated August 31, 1989, transferred said note from Carruth Mortgage Corporation (n/k/a Mellon Financial services Corporation #7) to Franklin Savings Association. Said note is further endorsed in blank by Franklin Savings Association, however, as appears by the annexed affidavit by petitioner, said endorsement was not consummated and the blank endorsement has been duly cancelled on the rear of said note. Said Franklin Savings

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Association has been placed into conservatorship and the Resolution Trust Corporation has been appointed as Conservator for Franklin Savings Association. Accordingly, Resolution Trust Corporation as Conservator for Franklin Savings Association, your petitioner herein, is the last holder and owner of note.

III.

In the above described Act of Mortgage, the said mortgagors Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle, confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash with or without appraisalment, and without the necessity of legal demand for payment, or putting in default. The Mortgagor further agrees in said Act of Mortgage not to sell, alienate or encumber said property to the prejudice of said Act. The said act further provides that the mortgagors will pay the reasonable and customary fees of the attorney employed to collect the said note and mortgage. Said mortgagors have likewise waived all homestead exemptions.

IV.

The said note and mortgage further provides that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

V.

The said note and mortgage further provide that if the monthly payments stipulated in said act of mortgage are in arrears the mortgagee may collect a "late charge" not to exceed four cents (\$.04) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. The current monthly payments are in the sum of \$575.00 which allows the mortgagee to charge a late charge of

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\$23.00 on each installment delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle, Tony Joseph Cantrelle, Jr. being represented by his agent and attorney in fact Mildred Aviragnet Cantrelle, did, by an act of sale with assumption of mortgage passed before Patricia B. Arnona, Notary Public, dated June 29, 1984, recorded in Conveyance Office Book 1078, folio 932, Instrument No. 84-32349, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to Jon Gregory Maxwell. That in said act of sale with assumption of mortgage the said Jon Gregory Maxwell did assume and obligate himself to all of the original terms and conditions of the note and mortgage sued upon herein. Petitioner further avers that the said Jon Gregory Maxwell, husband of Kathey Boudreaux Maxwell, did, by an act of sale with assumption of mortgage passed before Ellen Mullins, Notary Public, dated August 5, 1988, recorded in Mortgage Office Book 2314, folio 81, Instrument No. 88-37238, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to Debbie Brinkley Fountain and Angus A. Fountain. That in said act of sale with assumption of mortgage the said Debbie Brinkley Fountain and Angus A. Fountain did assume and obligate themselves to all of the original terms and conditions of the note and mortgage sued upon herein.

VII.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on January 1, 1990 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of \$46,762.47 together with interest at the rate of Twelve (12%) percent per annum from December 1, 1989, plus late charges of \$23.00 on each delinquent installment since January 16, 1990, together with attorney's fees in the amount of Ten (10%) percent of all sums due, owing and unpaid.

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VIII.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of Forty-Eight Thousand Four Hundred Fifty and No/100 (\$48,450.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the act of vendor's lien mortgage, marked as Plaintiff's Exhibit "B", (3) A certified true copy of the act of notarial assignment of mortgage note by Mellon Financial Services Corporation #7 (f/k/a Carruth Mortgage Corporation) to Franklin Savings Association, marked as Plaintiff's Exhibit "C", (4) Petitioner's affidavit of non-consummation and cancellation of blank endorsement, marked as Plaintiff's Exhibit "D", (5) A certified true copy of appointment of conservator for Franklin Savings Association, marked as Plaintiff's Exhibit "E", (6) A certified true copy of the act of sale with assumption of mortgage by Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle to Jon Gregory Maxwell and power of attorney by Tony Joseph Cantrelle, Jr. to Mildred Aviragnet Cantrelle, marked as Plaintiff's Exhibit "F", and (7) A certified true copy of the act of sale with assumption of mortgage by Jon Gregory Maxwell, husband of Kathey Boudreaux Maxwell, to Debbie Brinkley Fountain and Angus A. Fountain, marked as Plaintiff's Exhibit "G", and makes all a part hereof as though copied at length herein.

IX.

Petitioner alleges that the defendants, Tony Joseph Cantrelle, Jr., Mildred Aviragnet Cantrelle, Jon Gregory Maxwell, Debbie Brinkley Fountain and Angus A. Fountain, are not in the military service of the United States or any of its allies. Petitioner further alleges that the defendants Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle are currently residing at Wedgefield Plantation, Apt. 20, Highway 701 North, Georgetown, S.C. and accordingly are absentee defendants. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle, all in accordance with Civil Code of Procedure Article 5091.

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X.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the absentee defendants in these proceedings, and that a Writ of Executory Process issue herein, that a Writ of Seizure and Sale issue immediately herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana (to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to law, for cash and **without benefit of appraisal**, to pay and satisfy the claim of your petitioner in the full sum of \$46,762.47 Dollars, with interest thereon at the rate of Twelve (12%) percent per annum from December 1, 1989, together with late charges of \$23.00 on each delinquent monthly installment since January 16, 1990, together with attorney's fees in the amount of Ten (10%) percent of all sums due, and all costs of these proceedings, and petitioner prays to be paid the above amounts by preference and priority over all persons whatsoever, and for all other general and equitable relief.

Respectively submitted,

SHAPIRO AND KREISMAN

BY: 

JANE FAIA MENTZ

Louisiana Bar Roll No. 16908

KAREN A. CROSBY

Louisiana Bar Roll No. 19313

Attorneys for Petitioner

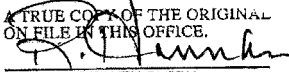
3850 N. Causeway Blvd.

Suite 710

Metairie, Louisiana 70002

Telephone No. (504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.



DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

0099100191

ORDER

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Robert D. Creely attorney at law be and is hereby appointed to represent the absent defendants, Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle, herein.

IT IS FURTHER ORDERED that Executory Process issue herein, as prayed for and according to law and that the writ of seizure be served upon all defendants and upon the attorney at law appointed to represent the absent defendants, Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle.

Gretna, Louisiana, this 12th day of December 1992

CODED

JUDGE

PLEASE SERVE DEFENDANTS

Attorney at Law appointed to represent Tony Joseph Cantrelle, Jr. and Mildred Aviragnet Cantrelle

AND

Jon Gregory Maxwell
641 Willowbrook Drive
Gretna, Louisiana 70056

AND

Debbie Brinkley Fountain
641 Willowbrook Drive
Gretna, Louisiana 70056

AND

Angus A. Fountain
641 Willowbrook Drive
Gretna, Louisiana 70056

PLEASE SERVE FOR PURPOSE OF NOTICE ONLY

Kathay Boudreaux Maxwell
641 Willowbrook Drive
Gretna, Louisiana 70056

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. Ann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

20 MINUTES
DEC-13-1990

908-Deering
Metairie, LA 70053

Nº 410042

DIV. A

JUDGE
E. THOMAS GARNER, JR.

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

JEFFERSON SAVINGS & LOAN ASSOCIATION

VS.

Plaintiff

HUGH PIERCE CHAMPAGNE, CARMELITE MARTINEZ, WIFE OF/AND LOUIS GEORGE CHAMPAGNE, ET AL

Defendant

WARREN E. MOULEDOUX, JR.

Attorney for Plaintiff

Attorney for Defendant

Date of Filing DECEMBER 14, 1990 II

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 410-042

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

HUGH PIERCE CHAMPAGNE, CARMELITE MARTINE
wife of/and LOUIS GEORGE CHAMPAGNE
JOYCE BARBER and CLARE GRAY CHAMPAGNE

FILED:

DEPUTY CLERK

SUPPLEMENTAL AND AMENDING
PETITION FOR EXECUTORY PROCESS

NOW INTO COURT, through undersigned counsel, comes
JEFFERSON SAVINGS & LOAN ASSOCIATION, plaintiff in the above
entitled and numbered cause, who desires to supplement and amend
its original Petition For Executory Process, filed herein on the
14th day of December, 1990, in the following respects:

I.

By adding Paragraph 16 to the original Petition to read as
follows:

16.

On information and belief and subsequent to the filing of
the original petition, petitioner learned that the defendant,
Louis George Champagne, is deceased. Petitioner avers that the
defendant, Hugh Pierce Champagne, was recognized as the sole heir
of the decedant and was placed into possession of the decedent's
entire estate pursuant to a judgment rendered on November 9, 1982
in the matter entitled "Succession of Louis George Champagne"
Proceedings No. 274-149 of the 24th Judicial District Court for
the Parish of Jefferson. Petitioner avers that it has the right
to proceed in the above entitled and numbered cause against the
defendant, Hugh Pierce Champagne, pursuant to the provisions of
Louisiana Code of Civil Procedure Article 2672.

II.

By adding Paragraph 17 to the original Petition to read as
follows:

ISSUED

DATE

S/ MYRA LANTIX

Deputy Clerk

PARISH OF JEFFERSON
DIVISION "A"
JAN 19 1991
RECEIVED FOR RECORD
JAN 19 1991

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17.

On information and belief and subsequent to the filing of the original petition, petitioner learned that the defendant, Carmelite Martinez Champagne, is deceased. Petitioner avers that the succession of the decedent, Carmelite Martinez Champagne, has not been judicially opened and that no judgment of possession has been rendered. Therefore, under Louisiana Code of Civil Procedure Article 2674 it will be necessary to appoint an attorney at law to represent her.

III.

By amending the prayer of the original Petition to include the following:

Petitioner further prays that it be authorized to proceed against the defendant, Hugh Pierce Champagne, pursuant to the provisions of Louisiana Code of Civil Procedure Article 2672.

Petitioner further prays that an attorney at law be appointed to represent the deceased, Carmelite Martinez Champagne, pursuant to the provisions of Louisiana Code of Civil Procedure Article 2674.

WHEREFORE, petitioner, reiterating the prayer of its original petition as though set forth at length herein, prays that its original petition be supplemented and amended in the above particulars and that, after due proceedings had, there be judgment herein in favor of the petitioner, Jefferson Savings & Loan Association and against the defendants, Hugh Pierce Champagne, Carmelite Martinez, wife of/and Louis George Champagne, Joyce Barber and Clare Gray Champagne, as originally prayed for herein.

Petitioner further prays that an Attorney at Law be appointed to represent the deceased, Carmelite Martinez Champagne, in accordance with Louisiana Code of Civil Procedure, Article 2674.

Petitioner further prays that it be authorized to proceed against the defendant, Hugh Pierce Champagne, pursuant to the

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provisions of Louisiana Code of Civil Procedure Article 2672.

HALL, LENTINI, MOULEDOUX
& WIMBERLY

W. E. Mouledoux, Jr.

WARREN E. MOULEDOUX, JR., NO. 9782
Attorney for Petitioner
2551 Metairie Road
Metairie, Louisiana 70001
Telephone: (504) 838-8777

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

D. J. Gann
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 410-042

DIVISION "A"

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

HUGH PIERCE CHAMPAGNE, CARMELITE MARTINEZ,
wife of/and LOUIS GEORGE CHAMPAGNE,
JOYCE BARBER and CLARE GRAY CHAMPAGNE

FILED: _____

DEPUTY CLERK

VERIFICATION

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: RAYMOND S. MONTALBANO, of lawful age, who, after being by me first duly sworn, did depose and say:

That he is the Vice President of Jefferson Savings & Loan Association, the petitioner in the above and foregoing petition; that he has read the same and re-avers all facts contained therein as if said facts were reproduced in full. Furthermore, to the best of his knowledge and belief, the allegations therein contained are true and correct.

Raymond S. Montalbano
RAYMOND S. MONTALBANO,
Vice-President
Jefferson Savings & Loan Association

Sworn to and subscribed before
me, Notary, this 15 day of
Feb, 1991.

[Signature]
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO. 410-042

DIVISION "A"

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

HUGH PIERCE CHAMPAGNE, CARMELITE MARTINEZ,
wife of/and LOUIS GEORGE CHAMPAGNE,
JOYCE BARBER and CLARE GRAY CHAMPAGNE

FILED: _____

DEPUTY CLERK

ORDER

Considering the above and foregoing;

IT IS ORDERED that the foregoing Supplemental and Amending
Petition for Executory Process be filed as prayed for; and

IT IS FURTHER ORDERED that petitioner, be and it is hereby
authorized to proceed against the defendant, Hugh Pierce
Champagne, in accordance with Louisiana Code of Civil Procedure
Article 2672.

IT IS FURTHER ORDERED that Robert Creedy
Attorney at Law, be appointed to represent the deceased,
Carmelite Martinez Champagne, in accordance with Louisiana Code
of Civil Procedure, Article 2674.

Gretna, Louisiana, this 21st day of February,
1991. **COPIED**

[Signature]
J U D G E

PLEASE SERVE NOTICE OF SEIZURE
Personally on Attorney at Law
Appointed to Represent the Deceased:
CARMELITE MARTINEZ CHAMPAGNE

HUGH PIERCE CHAMPAGNE
708 Fairfield Avenue
Gretna, Louisiana 70053

ON MINUTES
FEB 22 1991

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 411621

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV. A
JUDGE
J. THOMAS FORBES, JR.

LOUISIANA HOUSING FINANCE AGENCY

Plaintiff

VS.

SUSAN KRAMER

Defendant

JANE FAYA MENTZ

Attorney for Plaintiff

Attorney for Defendant

JANUARY 23, 1991 JL

Date of Filing

90-0999

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 411-621

LOUISIANA HOUSING FINANCE AGENCY

VERSUS

SUSAN KRAMER

FILED FOR RECORD
 91 FEB 25 AM 9 55
 DIVISION "A"
 DEPUTY CLERK
 PARISH OF JEFFERSON, LA.

FILED: _____
 DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Louisiana Housing Finance Agency, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Susan Kramer, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Susan Kramer.

IT IS ORDERED BY THE COURT, that Robert Creely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Susan Kramer, in these proceedings and that the

ISSUED not a court order
 CODED DATE MAR 06 1991
 S/ MYRA LANDIX
 Deputy Clerk

865

requisite three (3) day notice of demand for payment be issued herein and served upon said attorney, and after all necessary delays that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this ^{27th} day of February, 19 91

CODED

[Signature]
JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: *[Signature]*
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

ON MINUTES
FEB-28-1991

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

3 1 0 9 1 0 2 3 9 1

DIV. A
JUDGE
DIV. C
THOMAS PATRICK, JR.

Nº 413517
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

FIRST NATIONALBANK OF JEFFERSON PARISH

Plaintiff
VS.
ESTATE OF JOSEPH A. JOIA, VICTOR JOIA AND MARY GALE JOIA, WIFE OF LEE H. ELLIOTT, JR.

Defendant

MICHAEL D. HANNAN

Attorney for Plaintiff

Attorney for Defendant

Date of Filing MARCH 5, 1997 J.L.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 413-517

FIRST NATIONAL BANK OF JEFFERSON PARISH

VERSUS

ESTATE OF JOSEPH A. JOIA, VICTOR J. JOIA AND
MARY GALE JOIA, WIFE OF LEE H. ELLIOTT, JR.

FILED:

DEPUTY CLERK

PETITION FOR MORTGAGE FORECLOSURE BY EXECUTORY PROCESS

The petition of First National Bank of Jefferson Parish, a National Bank organized under the Laws of the United States of America, with its domicile located in the Parish of Jefferson, State of Louisiana, duly qualified and authorized to do business in the State of Louisiana, respectfully represents:

-1-

Made defendants herein are:

- 1) Estate of Joseph A. Joia and the interests of the deceased debtor, Joseph A. Joia, formerly domiciled in the Parish of Jefferson, State of Louisiana;
- 2) Victor J. Joia, a person of the full age of majority domiciled in the Parish of Jefferson, State of Louisiana; and
- 3) Mary Gale Joia, wife of Lee H. Elliott, Jr., a person of the full age of majority domiciled in the Parish of Jefferson, State of Louisiana.

-2-

Defendants are justly and truly indebted unto your petitioner in the sum of SIXTY-THREE THOUSAND TWO HUNDRED SIXTY-SEVEN AND 61/100 (\$63,267.61) DOLLARS, together with interest thereon in the amount of \$7,369.60 through March 4, 1991 and thereafter at the rate of 11.25% per annum until paid in full, an attorney's fee of 25% of the aggregate of principal and interest, and all costs of court and expenses, for the following reasons.

-3-

Joseph A. Joia, a mortgagor as more fully described hereinafter, died on May 16, 1989, as is evidenced by the Certificate of Death issued by the Louisiana Vital Records Registry, a certified copy of which is annexed hereto and marked for identification as PLAINTIFF'S EXHIBIT A. On the date of his death Joseph A. Joia was domiciled and had a fixed place of residence in the Parish of Jefferson, State of Louisiana, located at 765 Buckleberry Lane,

CODED

DATE

MAR 09 1991
S/ MYRA LANDIX

THAT V. J. JOIA
file note & mortgage in vault
CODED

CODED-8
JULICE
G. THOMAS FORTEOUS, JR.
DIVISION OF FORTEOUS, JR.

CODED-8

3159102303

Gretna, Louisiana. The succession of Joseph A. Joia has not been judicially opened or judicially accepted by his heirs or legatees. The succession of Joseph A. Joia is not under administration and no succession representative has been appointed.

-4-

This Court has jurisdiction over the property against which petitioner seeks to enforce its mortgage. Since the deceased mortgagor's succession has not been judicially opened, an Attorney at Law should be appointed by the Court to represent the interests of the deceased, Joseph A. Joia, and the Estate of Joseph A. Joia, pursuant to the provisions of Louisiana Code of Civil Procedure Article 2674.

-5-

Petitioner is the holder and owner of an interest bearing promissory note (hand note), made and subscribed by the deceased defendant, Joseph A. Joia, payable to the order of First National Bank of Jefferson Parish, for the principal sum of \$65,663.05, dated July 15, 1988, which provides for interest at the rate of 11.25% per annum, payable in 11 equal monthly installment payments consisting of principal and amortized interest, in the amount of \$636.64 each, commencing on August 15, 1988 and continuing on the same day of each successive month, and one final installment payment consisting of principal and accrued interest in the estimated amount of \$65,802.68, due on July 15, 1989, all as more fully shown by the original promissory note (hand note) annexed hereto and marked for identification as PLAINTIFF'S EXHIBIT B.

-6-

Despite amicable demand, the defendants have defaulted and failed to pay the promissory note (hand note) at its maturity on July 15, 1989, and the entire balance of said promissory note is in default and due and owing, together with interest, attorney's fees and costs, as set forth hereinafter.

-7-

There is presently due and owing on the aforesaid promissory note (hand note), the principal sum of \$63,267.61, together with interest thereon in the amount of \$7,369.60 through March 4, 1991, and thereafter at the rate of 11.25% per annum until paid in full, an attorney's fee of 25% of the aggregate of principal and interest, and all costs of this suit. Petitioner further avers that it has made repeated amicable demand for payment of the balance in default and defendants have failed to pay any part thereof.

-8-

The promissory note, (hand note), previously designated as PLAINTIFF'S

3159102394

EXHIBIT B is secured by pledge of a collateral mortgage note made and subscribed by defendants, Joseph A. Joia, Victor J. Joia and Mary Gale Joia Elliott, payable to the order of Bearer, in the principal sum of \$100,000.00, dated June 18, 1986, together with interest thereon at the rate of twelve per cent (12.00%) per annum from date until paid, due on demand, all as more fully shown by the original collateral mortgage note and collateral pledge agreement annexed hereto and respectively marked for identification as PLAINTIFF'S EXHIBIT C and PLAINTIFF'S EXHIBIT D.

-9-

The above described collateral mortgage note is paraphrased "Ne Varietur" by Daniel A. Ranson, Notary Public, for identification with an act of Collateral Mortgage passed before him on June 18, 1986, which said mortgage is recorded in the mortgage records for the Parish of Jefferson, Louisiana, in MOB 1560, folio 0065, instrument no. 86-29332, in which act the said Joseph A. Joia, Victor A. Joia and Mary Gale Joia Elliott, granted a mortgage against the hereinafter described immovable property to secure the aforesaid collateral mortgage note, all as more fully shown by a certified true copy of said act of Collateral Mortgage annexed hereto and marked for identification as PLAINTIFF'S EXHIBIT E.

-10-

In the said act of Collateral Mortgage the appearers did specifically mortgage, affect and hypothecate unto and in favor of any future holder of the note secured by the mortgage, the following described immovable property, to-wit:

One certain lot of ground, together with all the building and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson in that part thereof known as TERRYTOWN SUBDIVISION NO. 5, and in SQUARE NO. 93 thereof, which square is bounded by Huckleberry Lane, Guardian Avenue, Harvard Avenue and Terry Parkway, and according to a sketch of survey made by John E. Walker, C.E., dated February 17, 1972, revised May 12, 1972, a print of which is annexed to and made part of an act passed before M.L. Dresner, Notary Public, dated June 27, 1972, said Lot is designated as Lot No. 30, commences at a distance of four hundred thirty-six and twenty-seven hundredths feet (436.27') from the corner of Huckleberry Lane and Guardian Avenue and measures thence in the direction of Harvard Avenue, sixty feet (60') front on Huckleberry Lane, same in width in the rear, by a depth of one hundred ten feet (110') between equal and parallel lines.

Improvements thereon bear the Municipal No. 765 Huckleberry Lane, Gretna, Louisiana.

Being the same property acquired by Mrs. Mary Puglise, wife of and Joseph A. Joia, from Greater New Orleans Homestead Association on June 27, 1972 by act before Meyer L. Dresner, Notary Public, recorded in COB 765, folio 220, and MOB 591, folio 496, of the records of the Parish of Jefferson. Being further acquired by Victor J. Joia and Mary Gale Joia Elliott by Judgment of Possession signed on August 31, 1972 in case no. 145-971 of the 24th Judicial District Court for the Parish of Jefferson, Louisiana, entitled "Succession of Mary Puglise, wife of Joseph A. Joia", registered in COB 770, folio 265, of the records of the Parish of Jefferson.

3159102395

-11-

In the said promissory notes (hand notes) and act of Collateral Mortgage, the mortgagor(s) made the following agreements, to-wit:

A) That the property described therein would remain specially mortgaged, affected and hypothecated in favor of any future holder or holders of the mortgage note until the full and final payment thereof, together with interest, attorney's fees, costs and other charges, or any debt or obligation for which said note may be pledged as collateral security.

B) Bound and obligated himself not to sell, alienate, exchange, lease, convey, transfer, mortgage or further encumber the property to the prejudice of said act of mortgage.

C) Confessed judgment upon said collateral mortgage note in favor of Mortgagee for the full amount of the note in principal, interest and attorney's fees and for all other costs and any sums that Mortgagee may advance during the life of the mortgage for the payment of premiums of insurance, payment of taxes and charges, making of repairs, or for the protection and preservation of the security of the mortgage, and consented that if same was not paid in accordance with its terms and conditions and the stipulations of said act, said property might be seized and sold under executory process, or any other process, for cash and with or without appraisalment.

D) Agreed to pay an attorney's fee of twenty-five percent (25%) of the unpaid debt in the event the note is sued upon or referred to an attorney for collection.

E) Expressly waived any demand for payment and the three (3) days delay accorded by Article 2639 of the Louisiana Code of Civil Procedure.

F) Expressly waived the benefit of appraisalment.

-12-

The aforesaid promissory note (hand note) stipulates that in the event that the note or any installment thereunder shall not be paid promptly and fully when due, or in the event of failure to comply with any of the terms or conditions as set forth in the promissory note or any of the mortgagor's obligations under the mortgage, the promissory note shall, at the option of the mortgagee or any future holder or holders of the promissory note, become immediately due and payable, and the mortgaged property might be seized and sold under executory process with or without appraisalment, which provisions petitioner specifically pleads. Said note further stipulates an attorney's fee of twenty-five per cent (25%) of the unpaid debt in the event the note is sued upon or referred to an attorney for collection.

-13-

The property described with particularity in paragraph 10 hereof is not the family home or homestead of any of the defendants.

-14-

Appraisal was waived in the act of Collateral Mortgage and petitioner desires to have the property hereinabove described sold, without benefit of

3159102396

appraisal.

-15-

Petitioner specifically pleads each and every stipulation, condition, covenant and provision of the promissory note (hand note), collateral pledge agreement, collateral mortgage note, and act of Collateral Mortgage as fully and completely as though the whole and each of them were copied herein.

-16-

The defendants are not members of the Armed Forces of the United States or any of its allies.

WHEREFORE, petitioner prays:

I. That an order of Executory Process issue herein, dispensing with the demand for payment and the three days delay, and that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, Louisiana, to seize and, after notice of seizure, delays, advertisements and compliance with all requisites of law, to sell to the highest bidder, free and clear of all homestead exemptions and inferior privileges, the hereinabove described property, for cash, without benefit of appraisal.

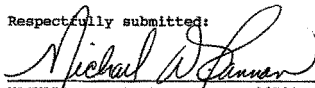
II. That out of the proceeds of said sale, petitioner be paid by preference and priority over all other persons and creditors whomsoever, the full amount claimed herein as follows:

A) Principal Balance.....	\$ 63,267.61
B) Interest through March 4, 1991.....	\$ 7,369.60
C) Interest accruing from March 5, 1991, until paid.....	To be computed
D) Attorney's fees of 25% of principal and interest.....	To be computed
E) All costs of court and expenses.....	To be computed

III. That an Attorney at Law be appointed by this Court to represent the interests of the deceased, Joseph A. Joia, and the Estate of Joseph A. Joia, in these proceedings on whom all demands, notices and other documents shall be served and against whom this seizure and sale shall be prosecuted contradictorily.

IV. For all such additional relief as law, equity and the nature of the case may permit.

Respectfully submitted:



MICHAEL D. HANNAN (Bar No. 06521)
 HANNAN, DRAKE & GIUSTI
 2607 Harvard Avenue
 Metairie, Louisiana 70001
 Telephone: (504) 454-5906
 Attorneys for Plaintiff

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

31591023710

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 413-517

DIVISION "A"

FIRST NATIONAL BANK OF JEFFERSON PARISH

VERSUS

ESTATE OF JOSEPH A. JOIA, VICTOR J. JOIA AND
MARY GALE JOIA, WIFE OF LEE R. ELLIOTT, JR.

FILED: _____

DEPUTY CLERK

AFFIDAVIT OF VERIFICATION

STATE OF LOUISIANA


PARISH OF JEFFERSON

BEFORE ME, the undersigned notary public, personally came and appeared:

VINCENT A. VASTOLA

who, after being duly sworn, did depose that he is a Senior Vice President of First National Bank of Jefferson Parish, and as such, is duly authorized to execute this affidavit on behalf of First National Bank of Jefferson Parish and is personally acquainted with and familiar with the loan account of the defendants sued upon.

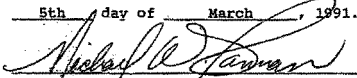
Affiant further deposed that he has read the above and foregoing petition and that all of the facts and allegations contained therein are true and correct to the best of his information, knowledge and belief; that the balance as stated in the petition is correct; and that the obligations of the defendants to First National Bank of Jefferson Parish are past due and owing and have matured by virtue of the facts set forth in the petition.



Vincent A. Vastola
Senior Vice President
First National Bank of Jefferson Parish

Sworn to and subscribed before me, this

5th day of March, 1991.



Michael D. Hannan, Notary Public
Parish of Jefferson, Louisiana

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

315910230
24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 43-517

DIVISION "A"

FIRST NATIONAL BANK OF JEFFERSON PARISH

VERSUS

ESTATE OF JOSEPH A. JOIA, VICTOR J. JOIA AND
MARY GALE JOIA, WIFE OF LEE H. ELLIOTT, JR.

FILED: _____

DEPUTY CLERK

ORDER

Considering the foregoing verified petition, annexed documents and considering that the defendants have waived the demand for payment and three day delay provided by the Louisiana Code of Civil Procedure, and the premises considered:

IT IS ORDERED by the Court that Executory Process issue herein and that a writ of seizure and sale issue herein commanding the Sheriff for the Parish of Jefferson to seize and sell the property affected by the mortgage as prayed for, according to law without appraisal.

IT IS FURTHER ORDERED by the Court, pursuant to the provisions of Louisiana Civil Code Article 2674, that Robert S. Creely, Attorney at Law, be and he/she is hereby appointed as Attorney at Law to represent the interests of the deceased, Joseph A. Joia, and the Estate of Joseph A. Joia, in these proceedings on whom all demands, notices and other documents shall be served and against whom this seizure and sale shall be prosecuted contradictorily.

THIS ORDER signed at Gretna, Louisiana, on this 5th day of March, 1991.

CODED

JUDGE

Please Serve Notice of Seizure:

- 1) Victor J. Joia
4950 Oak Alley Boulevard
Marrero, Louisiana
- 2) Mary Gale Joia Elliott
1022 S. Turnbull Drive
Metairie, Louisiana
- 3) Estate of Joseph A. Joia,
through the Attorney at Law
appointed to represent the
interests of the deceased,
Joseph A. Joia, and his Estate

ON MINUTES
MAR 8/1991A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK

24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
THOMAS PORTER, JR.
DIV. 1

Nº 413632

24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

STANDARD MORTGAGE CORP
vs.

Plaintiff

PHYLISS SCHAEFER SHAW (PHYLISS SCHAEFER), wife of/and PHILIP A. SHAW AND
PAULA DENISE CALASI OHLMEYER (PAULA DENISE CALAIS) wife of/and

Defendant

RONALD HUGH OHLMEYER

JAMES C. ARCENEAUX, III
Attorney for Plaintiff

Attorney for Defendant

Date of Filing MARCH 6, 1991 iff

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON
STATE OF LOUISIANA

NO: 413-632

STANDARD MORTGAGE CORPORATION
VERSUS

PHYLISS SCHAEFER SHAW (PHYLISS SCHAEFER), WIFE OF/AND
PHILIP A. SHAW
AND
PAULA DENISE CALAIS OHLMEYER (PAULA DENISE CALAIS)
WIFE OF/AND RONALD HUGH OHLMEYER

FILED:

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT
COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana
corporation, which has its principal office at 300 Plaza, One
Shell Square New Orleans, Louisiana, with respect represents:

I.

Petitioner is the holder and owner, for valuable
consideration before maturity, of a promissory note executed by
Paula Denise Calais and Ronald Hugh Ohlmeyer who were residents
of and domiciled in the Parish of Jefferson, State of
Louisiana, payable to the order of Standard Mortgage
Corporation in the principal sum of \$71,900.00 dated October
19, 1987 payable at Standard Mortgage Corporation, 300 Plaza,
One Shell Square, New Orleans, Louisiana, or at such other
place as the holder may designate in writing, in fixed monthly
installments, including principal and interest of \$604.57
commencing on the first day of December, 1987 and payable in
full on or before the first day of November, 2017. The said
note bears interest at the rate of 9.5% per annum on the unpaid
balance from date until paid, and which said note is paraphed
"Ne Varietur" for identification with an Act of Mortgage dated

-1- COPY

ISSUED

DATE

S/ MYRA LANDIX

Deputy Clerk

MAR 14 1991
file note + mortgaged in vault

FILED FOR RECORD
MAR 6 12 45 PM '91
CLERK OF COURT
PARISH OF JEFFERSON, LA

October 19, 1987 and passed before H. Gordon Hartman, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 2072, folio 288, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest, attorney's fees, taxes and costs, and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgement on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in

favor of the mortgagee, Standard Mortgage Corporation and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof which has been resubdivided into SHADOW LAKE EXTENSION SUBDIVISION, all as per plan of resubdivision made by J.J. Krebs & Sons, Inc., L.S., dated September 9, 1986, approved by the Jefferson Parish Council by Ordinance No. 17056 on October 22, 1986, recorded in COB 1595, folio 171, and said property is more fully described as follows, to-wit:

LOT 6, SQUARE F, which said square is bounded by Mallard Drive, Allison Drive, the western boundary of the Subdivision and Cricket Court, and said LOT 6 commences at a distance of 260 feet from the intersection of Cricket Court and Mallard Drive, and measures thence 65 feet front on Mallard Drive, same in width across the rear, by a depth of 100 feet between equal and parallel lines; all as per survey made by J.J. Krebs & Sons, Inc., L.S., dated July 30, 1987, resurveyed August 24, 1987, to show improvements.

Improvements thereon bear Municipal No. 3210 Mallard Drive, Gretna, La.

Being the same property acquired by Paula Denise Calais and Ronald Hugh Ohlmeyer on October 19, 1987 registered in COB 1831, folio 49^{3/4} and further acquired by Phyliss Schaefer, wife of/and Philip A. Shaw on March 31, 1989 registered in COB 2164, folio 152.

VI.

By Act of Cash Sale and Assumption of Mortgage executed March 31, 1989, before James G. Sax, Notary Public, the above described property was transferred by Paula Denise Calais, wife of/and Ronald Hugh Ohlmeyer to Phyliss Schaefer, wife of/and Philip A. Shaw, which said act is duly recorded in MOB 2496, folio 22, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a

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certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Standard Mortgage Corporation, has been advised that Paula Denise Calais, wife of/and Ronald Hugh Ohlmeyer, the original mortgagors herein, are believed to have a current mailing address of 5650 Timber Creek Place Drive, #1906, Houston, Texas 77084 and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants.

VIII.

The assumptors having failed to make the payments required under the terms of the mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation, the last holder of the note, having given due notice to assumptors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from October 1, 1990 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants Paula Denise Calais wife of/and Ronald Hugh Ohlmeyer and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisalment and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$70,526.57 with 9.5% interest

thereon from September 1, 1990 until paid, together with 10.0% attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY

James C. Arceneaux III
 JAMES C. ARCENEUX, III
 Bar Roll No. 2524
 210 Baronne Street, Suite 1210
 New Orleans, LA 70112
 (504) 422-8256

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

7199100070

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEUX, III

who, being by me first duly sworn, did depose and say:

That he is the attorney for Standard Mortgage Corporation and that, as such, he is familiar with the account of Phylliss Schaefer, wife of/and Philip A. Shaw (present mortgagors) and Paula Denise Calais, wife of/and Ronald Hugh Ohlmeyer (original mortgagors), Account No. 046598 (433), which said account has a principal balance of \$70,526.57 plus interest at a rate of 9.5% from September 1, 1990 until paid, which said account is currently due for the months of October 1, 1990 until date.

Appearer has further been advised by Plaintiff that their records reflect that the original mortgagors herein were not in the armed services of the United States at the time the loan was originated and moreover, lender has not been subsequently advised that the original mortgagors are in the armed services of the United States.

Appearer further avers that there is **nothing** in the records of the lender/plaintiff herein to indicate that the current owners are in the armed services of the United States and accordingly, to the best of appearer's information, knowledge and belief the Soldiers' and Sailors' Civil Relief Act of 1940 (50 USCA 501, et seq) does not apply to any defendant named herein.

James C. Arceneux
JAMES C. ARCENEUX, III

SWORN TO AND SUBSCRIBED BEFORE ME,

This 4th day of March, 1991.

Catrisia Q. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, without appraisement.

nlmeyer
COVERED

March 11, 1991

ON MINUTES JUDGE

MAR 13 1991

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
(2) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
(3) COPY OF PETITION ON:

Paula Denise Calais, Esq.
 wife of/and
 Ronald Hugh Ohlmeyer
 5650 Timber Creek Place Drive, #1906
 Houston, TX 77084

- (1) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
(2) COPY OF PETITION ON:

Phyliss Schaefer, wife of/and
Philip A. Shaw
3210 Mallard Drive
Gretna, LA 70056

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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Nº 414445

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV. ^{JUDGE} **DIV. A**
E. THOMAS PORTERUS, JR.

STANDARD MORTGAGE CORP.

Plaintiff

Vs.

ELISKA GERHOLD BARRIOS (ELISKA GERHOLD), DIVORCED WIFE BY FIRST MARRIAGE OF

RENE JOY DEMALD, NOW WIFE OF/AND JOHN D. BARRIOS, SR. AND RICHARD FRANCIS MCCARTHY

Defendant

JAMES C. ARCENEAUX
Attorney for Plaintiff

Attorney for Defendant

Date of Filing MARCH 21, 1991 jff

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#295

DIV. A

CODED-8

JUDGE
G. THOMAS PORTEOUS, JR.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 414-445

DIVISION

STANDARD MORTGAGE CORPORATION

VERSUS

ELISKA GERHOLD BARRIOS (ELISKA GERHOLD), DIVORCED WIFE BY FIRST
MARRIAGE OF RENE JOY DEWALD, NOW WIFE OF/AND
JOHN D. BARRIOS, SR.

AND

RICHARD FRANCIS MCCARTHY

FILED: _____

DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT
COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana
corporation having its principal place of business at 300
Plaza, One Shell Square, New Orleans, Louisiana 70139, with
respect, represents:

I.

Petitioner is the holder and owner, for valuable
consideration before maturity, of a promissory note executed by
Richard Francis McCarthy who was a resident of and domiciled in
the Parish of Jefferson, State of Louisiana, payable to the
order of Myself and by the maker endorsed in blank in the
principal sum of \$57,500.00 dated May 29, 1985 payable at
Standard Mortgage Corporation, New Orleans, Louisiana, or at
such other place as the holder may designate in writing, in
fixed monthly installments, including principal and interest of
\$591.45 commencing on the first day of July, 1985 and payable
in full on or before the first day of June, 2015. The said
note bears interest at the rate of 12.00% percent per annum on
the unpaid balance from date until paid, and which said note is
paraphed "Ne Varietur" for identification with an Act of Credit

RECEIVED
file note + mortgage
vallet

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ISSUED

CODED

DATE

APR 03 1991

S/ MYRA LANDIX

Deputy Clerk

MAR 27 1991

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Sale dated May 29, 1985 and passed before H. Gordon Hartman, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 1178, folio 272, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagor did, in the said act, waive all homestead exemptions to which he may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagor agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagor bound and obligated himself not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagor confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagor did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any

and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, designated as WOODMERE SOUTH SUBDIVISION SECTION 3, all as per plan of resubdivision made by J.J. Krebs & Sons, Inc., C.E. & S., dated October 10, 1983, approved by the Jefferson Parish Council by Ordinance No. 15784, recorded in COB 1064, folio 925, same being designated as follows:

LOT 554, SQUARE M, which said square is bounded by Sue Ker Drive, Keith-Way Drive, the Northern boundary of the Subdivision and Destrehan Avenue, and said LOT 554 commences at a distance of 305 feet from the intersection of Destrehan Avenue and Sue Ker Drive, and measures thence 60 feet front on Sue Ker Drive, same in width across the rear, by a depth of 100 feet between equal and parallel lines; all as per survey made by J. J. Krebs & Sons, Inc., C.E. & S., dated September 14, 1984, resurveyed October 10, 1984, and restaked March 5, 1985 to show improvements.

Improvements thereon bear Municipal No. 3720 Sue Ker Drive, Harvey, La. 70058.

Being the same property acquired by Richard Francis McCarthy on May 29, 1985, registered in COB 1251, folio 133. Same property being further acquired by Eliska Gerhold Barrios, wife of/and John D. Barrios, Sr., registered in COB 2094, folio 194.

VI.

By Act of Cash Sale and Assumption of Mortgage executed December 1, 1988, before Ellen Mullins, Notary Public, the above described property was transferred by Richard Francis McCarthy to Eliska Gerhold Barrios, wife of/and John D. Barrios, Sr., which said act is duly recorded in MOB 2406, folio 077, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of

Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Standard Mortgage Corporation, has been advised that Richard Francis McCarthy, one of the defendants herein, is thought to have a mailing address of W8403 Hwy CC, Tomahawk, Wisconsin 54487 and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendant.

VIII.

The assumptors having failed to make the payments required under the terms of the assumed mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation as the last holder of the note, after having given due notice to mortgagors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from October 1, 1990 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent Richard Francis McCarthy and, further, petitioner prays for an order of Executory Process herein, and further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisal and, after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$56,065.99 with 12.00% percent interest thereon from September 1, 1990 until paid, together with 10.00% percent attorney's fees on the total amount of principal, interest and all current

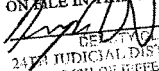
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and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY: 

James C. Arceneaux, III
Bar Roll No. 2524
Attorney for Petitioner
210 Baronne Street, Suite 1210
New Orleans, LA 70112
(504) 522-8256

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

CLERK
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEUX, III

who, being by me first duly sworn, did depose and say:

That he is the attorney for Standard Mortgage Corporation and that, as such, he is familiar with the account of Richard Francis McCarthy, original mortgagor and Eliska Gerhold Barrios, wife of/and John D. Barrios, Sr., assumptors, Account No. 042009 659), which said account has a principal balance of \$56,065.99 plus interest at a rate of 12.00% from September 1, 1990 until paid, which said account is currently due for the months of October 1, 1990 until date.

The sale and assumption by Richard Francis McCarthy to Eliska Gerhold, wife of/and John D. Barrios, Sr. dated December 1, 1988 and recorded in MOB 2406, folio 77 and COB 2094, folio 194 indicates that the original mortgagor, Richard Francis McCarthy was in the armed service of the United State on the dated of the sale and assumption. However, inasmuch as the instant proceedings are in rem only and further, because Richard Francis McCarthy is not an owner of the subject property the Soldier's & Sailor's Relief Act of 1940 is not applicable insofar as Richard Francis McCarthy is concerned.

Appearer further avers that there is nothing in the records of the lender/plaintiff herein to indicate that the current owners are in the armed services of the United States and accordingly, to the best of appearer's information, knowledge and belief the Soldiers' and Sailors' Civil Relief Act of 1940 (50 USCA 501, et seq) does not apply to any defendant named herein.

James C. Arceneux III
JAMES C. ARCENEUX, III

SWORN TO AND SUBSCRIBED BEFORE ME,

This 25th day of February, 1991

Kellen A. Stahl
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, without appraisement..

Gretna, Louisiana

ON MINUTES
MAY 27 1991
1991

1991 DEC 7 1991

J U D G E

PLEASE SERVE:

- (1) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
(2) COPY OF PETITION ON:

Eliska Gerhold Barrios, wife of/and
John D. Barrios, Sr.
3720 Sue Ker Dr.
Harvey, La. 70058

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
(2) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
(3) COPY OF PETITION ON:

_____, Esq.
Curator-ad-Hoc to represent the
absent defendant
Richard Francis McCarthy
W8403 Hwy. CC
Tomahawk, Wisconsin 54487

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 415138

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV

DIV. A

JUDGE

THOMAS PERDUE, JR.

JEFFERSON SAVINGS & LOAN ASSOCIATION

VS.

Plaintiff

JOEY WALTHER, WIFE OF/AND CARL WOODWARD CLEVELAND AND VERA WRIGHT, WIFE OF/AND, ET AL

Defendant

WARREN E. MOULEDOUX

Attorney for Plaintiff

Attorney for Defendant

APRIL 5, 1991 JL

Date of Filing

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 415-138

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

JOEY WALTHER, wife of/and
CARL WOODWARD CLEVELAND and
VERA WRIGHT, wife of/and
DAVID DUBOURG THIBAUT

FILED FOR RECORD
JUL 26 PM 3 11
DIVISION "A"
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

FILED: _____

DEPUTY CLERK

SUPPLEMENTAL AND AMENDING
PETITION FOR EXECUTORY PROCESS

NOW INTO COURT, through undersigned counsel, comes
JEFFERSON SAVINGS & LOAN ASSOCIATION, plaintiff in the above
entitled and numbered cause, who desires to supplement and amend
its original Petition For Executory Process, filed herein on the
5th day of April, 1991, in the following respects:

I.

By adding Paragraph 13 to the original Petition to read as
follows:

13.

As shown on the due and diligence return filed of record
herein, the mortgagors, Vera Wright, wife of/and David Dubourg
Thibaut, though they be domiciled or actually present in the
state, cannot be found and served after a diligent effort.
Therefore, they are absentees under Louisiana Code of Civil
Procedure, Article 5251, and it will be necessary to appoint an
attorney at law to represent them pursuant to the provisions of
Louisiana Code of Civil Procedure, Article 5091.

II.

By amending the prayer of the original Petition to include
the following:

Petitioner further prays that an attorney at law be
appointed to represent the absentees, Vera Wright, wife of/and
David Dubourg Thibaut.

WHEREFORE, petitioner, reiterating the prayer of its

ISSUED


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DATE AUG 8 1991
S/ MYRA LANDIX

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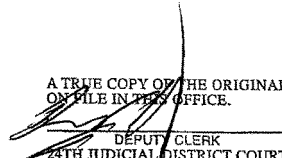
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original petition as though set forth at length herein, prays that its original petition be supplemented and amended in the above particulars and that, after due proceedings had, there be judgment herein in favor of the petitioner, Jefferson Savings & Loan Association and against the defendants, Joey Walther, wife of/and Carl Woodward Cleveland and Vera Wright, wife of/and David Dubourg Thibaut, as originally prayed for herein.

HALL, LENTINI, MOULEDOUX
& WIMBERLY


WARREN E. MOULEDOUX, JR., NO. 9782
Attorney for Petitioner
2551 Metairie Road
Metairie, Louisiana 70001
Telephone: (504) 838-8777

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 415-138

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

JOEY WALTHER, wife of/and
 CARL WOODWARD CLEVELAND and
 VERA WRIGHT, wife of/and
 DAVID DUBOURG THIBAUT

FILED FOR RECORD
 DIVISION "A"
 JUN 26 PM 3 11
 DEPUTY CLERK
 PARISH OF JEFFERSON, LA.
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FILED: _____

DEPUTY CLERK

VERIFICATION

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: RAYMOND S. MONTALBANO, of lawful age, who, after being by me first duly sworn, did depose and say:

That he is the Vice President of Jefferson Savings & Loan Association, the petitioner in the above and foregoing petition; that he has read the same and re-avers all facts contained therein as if said facts were reproduced in full. Furthermore, to the best of his knowledge and belief, the allegations therein contained are true and correct.

Raymond S. Montalbano
 RAYMOND S. MONTALBANO,
 Vice-President
 Jefferson Savings & Loan Association

Sworn to and subscribed before
 me, Notary, this 23 day of
June, 1991.

[Signature]
 NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 415-138

DIVISION "A"

JEFFERSON SAVINGS & LOAN ASSOCIATION

VERSUS

JOEY WALTHER, wife of/and
 CARL WOODWARD CLEVELAND and
 VERA WRIGHT, wife of/and
 DAVID DUBOURG THIBAUT

FILED: _____

DEPUTY CLERK

ORDER

Considering the above and foregoing;

LET the foregoing Supplemental and Amending Petition for
 Executory Process be filed as prayed for; and

LET Robert G. Creely, Attorney at Law,
 be appointed to represent the absentees, Vera Wright, wife of/and
 David Dubourg Thibaut, in accordance with Louisiana Code of Civil
 Procedure, Article 5091.

Gretna, Louisiana, this 2nd day of August,
 1991.

CODED

[Signature]
 J U D G E

PLEASE SERVE NOTICE OF SEIZURE
 Personally on Attorney at Law
 Appointed to Represent that Absentees:
 VERA WRIGHT THIBAUT
 and DAVID DUBOURG THIBAUT

ON MINUTES
 AUG 5 1991

A TRUE COPY OF THE ORIGINAL
 TO BE FILED IN THIS OFFICE.

[Signature]
 DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

Nº 415650
24th JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV ~~DIV. A~~
JUDGE
G. THOMAS PERKINS, JR.

THE FIDELITY HOMESTEAD ASSOCIATION

vs.

MAURICIO A. LETONA

Plaintiff

Defendant

JERRY D. WILLIAMSON

Attorney for Plaintiff

Attorney for Defendant

APRIL 16, 1991 JL

Date of Filing

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24TH JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 415-650

DIVISION " " JUDGE DOCKET NO.

THE FIDELITY HOMESTEAD ASSOCIATION

VERSUS

MAURICIO A. LETONA

FILED: _____

Deputy Clerk

PETITION FOR EXECUTORY PROCESS

The petition of THE FIDELITY HOMESTEAD ASSOCIATION, a Corporation organized under and by virtue of the laws of the State of Louisiana, and domiciled in the City of New Orleans, Parish of Orleans, State of Louisiana, appearing herein through its Chairman of the Board, ALLAIN C. ANDRY, III, with respect represents:

I.

That your Petitioner is the owner and holder for valuable consideration and before maturity of a certain Promissory Note, dated OCTOBER 30, 1980 made and subscribed by MAURICIO A. LETONA to the order of THE FIDELITY HOMESTEAD ASSOCIATION, in the sum of THIRTY FOUR THOUSAND, FIVE HUNDRED AND NO/100--(\$34,500.00)--DOLLARS payable in installments as provided in the Act of Sale and Vendor's Lien and Privilege and Mortgage with which the said Promissory Note is identified, and bearing interest at the rate of TWELVE AND ONE FOURTH (12 1/4%) per cent per annum from date until paid; the said Promissory Note being paraphed "Ne Varietur" to identify it with an Act of Sale and Vendor's Lien and Privilege and Mortgage passed before ROBERT N. ANDRY, Notary Public, dated OCTOBER 30, 1980, wherein your Petitioner sold to the said MAURICIO A. LETONA for the price and sum of THIRTY FOUR THOUSAND, FIVE HUNDRED AND NO/100--(\$34,500.00)--DOLLARS in representation of which price and sum, the said Promissory Note was given, the property described more fully on Page "A", annexed hereto.

II.

Petitioner attaches hereto and made part hereof, a certified copy of the said Act of Sale and Vendor's Lien and Privilege and

ISSUED

DATE

APR 22 1991

S/ MYRA LANDIX

FILED
COPIED
file note + notary in vault

COPIED

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Mortgage, and the original of the said Promissory Note, the same as if copies in extenso herein.

III.

That, by the said Act, Petitioner retained a Vendor's Lien and Privilege on the property sold therein, and which is fully described herein and the said MAURICIO A. LETONA, granted a special mortgage under the pact "de non alienando" upon the said property, to secure the payment of the said Promissory Note, with interest, Attorney's fees, insurance premiums and other charges, as will be hereinafter set forth.

IV.

That by the said Act of Vendor's Lien and Privilege and Mortgage, the said MAURICIO A. LETONA, confessed judgment upon the said Promissory Note and consented that if the said Promissory Note was not paid in accordance with the terms and stipulations of the said Act, the property mortgaged therein might be seized and sold by executory process, for Cash, to the highest bidder and without appraisalment.

V.

That by the said Act of Vendor's Lien and Privilege and Mortgage the said MAURICIO A. LETONA, obligated himself in case it became necessary to institute legal proceedings for the recovery of the amount of the said Promissory Note, or any portion thereof, to pay the fees of the Attorney who may be employed for that purpose, which fees are hereby fixed by terms and stipulations of the said Act of Vendor's Lien and Privilege and Mortgage at FIVE (5%) per cent upon the total amount sued for.

VI.

That by the said Act of Vendor's Lien and Privilege and Mortgage, the said MAURICIO A. LETONA, obligated himself to pay to the said Association at its office in the City of New Orleans, State of Louisiana, on the FIFTH (5th) day of each month, in advance, the sum of THREE HUNDRED SIXTY ONE AND 52/100--(\$361.52)--DOLLARS on the said Promissory Note, the said monthly payments to be credited firstly to interest, and the balance of the said payments to be credited on account of the THREE HUNDRED FORTY FIVE

0,425,910,127

- (345) - shares of stock subscribed by the said MAURICIO A. LETONA and pledged in the said Act of Vendor's Lien and Privilege and Mortgage as additional security for the obligation referred to above; and it was stipulated that should the said MAURICIO A. LETONA fail to make the monthly payments for a period of three (3) months, that said failure would, without putting in default, make the said Promissory Note immediately due and payable in its entirety.

VII.

That the said MAURICIO A. LETONA is more than three (3) months in arrears in his payments to your Petitioner herein, and that in accordance with the terms of the said Act of Vendor's Lien and Privilege and Mortgage, the said Promissory Note is payable, due and exigible as to principal, interest, and Attorney's fees, and is unpaid, notwithstanding, amicable demand.

VIII.

Petitioner avers that the interest on this Promissory Note is delinquent from DECEMBER 1, 1990 and that the payments on the subscription of stock are delinquent since DECEMBER 1, 1990, that therefore the principal and interest payments are each more than three (3) months in arrears and the unpaid balance on this account due THE FIDELITY HOMESTEAD ASSOCIATION as of APRIL 3, 1991 is in the sum of THIRTY THREE THOUSAND, SEVEN HUNDRED TWO AND 82/100-- (\$33,702.82)--DOLLARS.

IX.

That petitioner avers that it has no knowledge of the specific whereabouts of the defendant in this matter, MAURICIO A. LETONA, and on information and belief petitioner avers the defendant in this suit is in South America and is therefore an absentee as defined by LSA-CCP, Art. 5251.

X.

That, therefore, it is necessary that this Court appoint an attorney at law to represent, MAURICIO A. LETONA, absentee Defendant, to represent him and upon whom all necessary Service, Notice of Demand, Notice of Seizure and other documents may be served.

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(1) WHEREFORE, the premises and annexed documents and Affidavit considered, Petitioner prays that an Order of Executory Process issue herein and after due and legal demand for payment, that a Writ of Seizure and Sale issue herein, directing the Sheriff in and for the Parish of Jefferson, State of Louisiana, to seize and after due advertisements, delays, requisites and formalities, save those expressly waived in the Act of Sale and Vender's Lien and Privilege and Mortgage, to sell the property hereinabove described for Cash, ten (10%) per cent at the time of adjudication and the balance within thirty (30) days thereafter, according to law, and without appraisalment, and to pay and satisfy the claim of Petitioner, THE FIDELITY HOMESTEAD ASSOCIATION, in the sum of THIRTY THREE THOUSAND, SEVEN HUNDRED TWO AND 82/100-- (\$33,702.82)--DOLLARS, together with interest at the rate of TWELVE AND ONE FOURTH (12 1/4%) per cent per annum on the unpaid principal balance thereof, from APRIL 4, 1991 until paid, plus an additional amount of FIVE (5%) per cent upon such principal and accrued interest and authorized Attorney's fees, and for all other amounts coming due under the terms of THE FIDELITY HOMESTEAD ASSOCIATION Mortgage, and for all costs of these proceedings, and that out of the proceeds of the said sale, Petitioner, THE FIDELITY HOMESTEAD ASSOCIATION, be paid the amount of its claim, with preference and priority over all persons whomsoever.

(2) WHEREFORE, Plaintiff further prays that an Attorney at Law be appointed to represent the absent Defendant and that he be served with a Notice of Demand, Notice of Seizure and all other necessary process in this matter.

The singular herein shall include the plural, and the masculine shall include the feminine.

ANDRY, ANDRY & WILLIAMSON

BY 

Attorneys for Petitioner

JERRY D. WILLIAMSON

711 First NBC Building

210 Baronne Street

New Orleans, La. 70112

581-6427

Louisiana State Bar No. 13533

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PAGE "A"

A CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof known as Greater Holly Heights Subdivision, Section 3, all in accordance with the plan of subdivision by J. J. Krebs & Sons, Inc., C.E. and Surveyors, dated June 29, 1971, which plan was approved by the City of Kenner by Ordinance Number 1331, dated August 23, 1971, and recorded in Jefferson Parish Plan Book 74, folio 20 and in COB 743, folio 65, and also according to a survey by Gilbert, Kelly and Couturie, Errol E. Kelly, Surveyor, dated September 14, 1978, a copy of which is annexed to an Act passed before Robert N. Andry, Notary Public, dated September 18, 1978, for reference; said property is more fully described as follows, to-wit:

Lot 45 of Square H and said Square H is bounded by Continental Drive, Ronson Drive, Cascade Boulevard, Canal Number 12, West side of the subdivision and the North boundary of Section 3 of the subdivision and said Lot 45 commences 1,040 feet from the intersection of Continental Drive and the said North boundary of Section 3 of the subdivision and measures thence 50 feet front on Continental Drive, the same width in the rear, by a depth of 100 feet between equal and parallel lines.

The improvements thereon bear the Municipal Number 3255 Continental Drive.

Being the same property acquired by Mauricio A. Letona from The Fidelity Homestead Association by an Act passed before Robert N. Andry, Notary Public, dated October 30, 1980 and registered in Conveyance Office Book 992, folio 9, for the Parish of Jefferson, State of Louisiana.

RESTRICTIONS: The property is subject to the restrictive covenants and conditions as contained in an Act passed before Rader Jackson, Notary Public, dated October 18, 1971, registered in COB 747, folio 102; and as amended before Rader Jackson, Notary Public, dated December 17, 1971, registered in COB 751, folio 111, for the Parish of Jefferson, State of Louisiana; and this reference to those restrictive covenants and conditions is not to be considered as renewing or recreating the same in any manner whatsoever.

RIGHT OF WAY: The property is subject to a right of way measuring five (5') feet in the rear of the property in favor of Louisiana Power and Light Company, registered in COB 748, folio 803.

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STATE OF LOUISIANA

PARISH OF ORLEANS

AFFIDAVIT

BEFORE ME, the undersigned authority, personally came and appeared:

ALLAIN C. ANDRY, III

who upon being duly sworn, did depose and say:

That he is the Chairman of the Board of THE FIDELITY HOMESTEAD ASSOCIATION, the Petitioner in the above and foregoing Petition; that he has read the same and that all of the statements made therein are true and correct, save those made on information and belief, which latter allegations deponent verily believes to be true and correct.

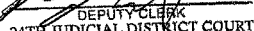


ALLAIN C. ANDRY, III

Sworn to and subscribed before me,
this 15th day of APRIL, 1991.


NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.

DIVISION " "

DOCKET NO.

THE FIDELITY HOMESTEAD ASSOCIATION

VERSUS

MAURICIO A. LETONA

FILED: _____ Deputy Clerk

ORDER

Considering the foregoing petition and the law and evidence being in favor thereof;

(1) Let a Writ of Executory Process issue herein as prayed for and according to law.

(2) IT IS ORDERED that Robert D. Ceeley, be and he is appointed as Attorney at Law to represent the Absentee Defendant, MAURICIO A. LETONA, in these proceedings and that he be served with the Notice of Demand, Notice of Seizure and all other necessary process and citations in this matter.

GRETNA, Louisiana, this 18th day of the month of APRIL, 1991.

ON MINUTES
APR 19 1991

[Signature]
JUDGE

Please serve Notice of Demand: and notice of appointment on:

As the duly appointed Attorney at Law to represent the Absentee Defendant, MAURICIO A. LETONA

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 416007

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

DIV

CLERK
JUDGE
J. THOMAS BORTOLUZZI, JR.

STANDARD MORTGAGE CORPORATION

VS.

Plaintiff

LINDA HOLLEBERG LAMPO (LINDA HOLLEBERG), WIFE OF/AND EDWARD LAMPO, SR.

Defendant

JAMES C. ARCENEAUX, III

Attorney for Plaintiff

Attorney for Defendant

APRIL 24, 1991 JL

Date of Filing

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DIVISION

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Deputy Clerk

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paraphed "Ne Varietur" for identification with an Act of Credit Sale dated February 8, 1971 and passed before Louis B. Graham, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 559, folio 67, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagor did, in the said act, waive all homestead exemptions to which she may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagor agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagor bound and obligated herself not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagor confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagor did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any

and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof known as University City Subdivision, all in accordance with plan of subdivision of Surveys, Inc., dated November 4, 1960, as revised December 14, 1960, and as revised December 21, 1960, and as further revised January 30, 1961, and as still further revised February 20, 1961, and as still further revised October 18, 1961, and further resubdivided by Ordinance #881 of the City of Kenner, dated December 20, 1965, and also by Ordinance #1197 of the City of Kenner dated March 24, 1970, and most recently resubdivided as per plan of J. L. Fontcuberta, dated May 11, 1970, and approved by Ordinance #1224 of the City of Kenner, duly registered in C.O.B. 716, folio 675, and in Plan Book 69, folio 3, and in accordance therewith, the said lot is designated as Lot N of Square 16, which said square is bounded by Tulane Drive, 40th Street, a 20 foot servitude and the line of said subdivision (63 foot servitude to 4th Jefferson Drainage District) and which lot measures as follows:

Lot N of Square 16 measures 50 feet front on Tulane Drive, the same width in the rear, by a depth of 110 feet between equal and parallel lines, said Lot N lying nearer to and commencing at a distance of 305 feet from the intersection of 40th street and Tulane Drive.

All as more fully shown on survey of Frank Foster & Associates Inc., dated November 27, 1970.

Improvements thereon bear Municipal No. 4025 W. Tulane Drive, Kenner, La. 70062.

VI.

By Act of Cash Sale and Assumption of Mortgage executed May 7, 1973, before Harold J. Zeringer, Jr., Notary Public, the above described property was transferred by Grace DiBenedetto Cameron Roberts, wife of/and Terry L. Roberts to Louise Cedotal Neuhauser, wife of/and David A. Neuhauser, Jr., which said act is duly recorded in MOB 611, folio 716, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the

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makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

By Act of Cash Sale and Assumption of Mortgage executed May 31, 1973, before Harold J. Zeringer, Jr., Notary Public, the above described property was transferred by Louise Cedotal Neuhauser, wife of/and David A. Neuhauser, Jr. to Beverly Churchill Mattes, wife of/and Samuel A. Mattes which said act is duly recorded in MOB 613, folio 444, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "D".

VIII.

By Act of Cash Sale and Assumption of Mortgage executed October 5, 1973, before Richard T. Regan, Notary Public, the above described property was transferred by Beverly Churchill Mattes, wife of/and Samuel A. Mattes to Linda Hollenberg Lampo, wife of/and Edward Lampo, Sr., which said act is duly recorded in MOB 622, folio 419, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the

note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "E".

IX.

The petitioner herein, Standard Mortgage Corporation, has been advised that the whereabouts of Grace DiBenedetto Cameron Roberts, one of the defendants herein, are unknown and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendant.

X.

The assumptors having failed to make the payments required under the terms of the assumed mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation as the last holder of the note, after having given due notice to mortgagors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from December 1, 1990 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent Grace DiBenedetto Cameron Roberts and, further, petitioner prays for an order of Executory Process herein, and further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisalment and, after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of \$11,557.71 with 8.50% percent interest thereon from November 1, 1990 until paid, together with 10.00% percent

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attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEUX

BY:

James C. Arceneaux, III
 James C. Arceneaux, III
 Bar Roll No. 2524
 Attorney for Petitioner
 210 Baronne Street, Suite 1210
 New Orleans, LA 70112
 (504) 522-8256

A TRUE COPY OF THE ORIGINAL
 ON FILE IN THIS OFFICE.

DEPUTY CLERK
 24TH JUDICIAL DISTRICT COURT
 PARISH OF JEFFERSON, LA.

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared, JAMES C. ARCENEUX, III, who being duly sworn did depose and say:

That he is the attorney for Standard Mortgage Corporation and as such duly authorized to execute this affidavit;

That to the best of appearer's information, knowledge and belief the Soldiers' and Sailors' Civil Relief Act of 1940 USCA 501, et seq) does not apply to any defendant named herein.

That he is familiar with the account of Grace DiBenedetto Cameron, original mortgagor and Linda Hollenberg Lampo, wife of/and Edward Lampo, Sr., assumptors, Account No. 019654 (803), which said account has a principal balance of \$11,557.71 plus interest at a rate of 8.50% from November 1, 1990 until paid, which said account is currently due for the months of December 1, 1990 until date; that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct to the best of his knowledge, information and belief.

James C. Arceneux, III
JAMES C. ARCENEUX, III

SWORN TO AND SUBSCRIBED BEFORE ME,

This 8th day of April, 1991

Patricia R. Francis
NOTARY PUBLIC

ATTEST COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, without appraisement.

Let Robert H. Creely, Esq. be appointed Curator-ad-Hoc to represent the absent defendant, Grace DiBenedetto Cameron Roberts.

Gretna, Louisiana

April 29, 1991

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[Signature]
JUDGE

PLEASE SERVE:

- (1) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
- (2) COPY OF PETITION ON:

Linda Hollenberg Lampo, wife of/and
Edward Lampo, Sr.
601 Vintage Dr.
Kenner, La. 70065

PLEASE SERVE:

- (1) NOTICE OF APPOINTMENT
- (2) NOTICE OF SEIZURE AND SALE (NOTICE OF DEMAND WAIVED)
- (3) COPY OF PETITION ON:

Robert H. Creely, Esq.
Curator-ad-Hoc to represent the
absent defendant
Grace DiBenedetto Cameron Roberts

ON MINUTES
APR 30 1991

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

[Signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A

Nº 416462

JUSTICE
G. THOMAS FORTENOUS, JR.

DIV. A

G. THOMAS FORTENOUS, JR.

24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON
STATE OF LOUISIANA

RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR FRANKLIN SAVINGS ASSOCIATION

Plaintiff

VS.

JUDITH MYERS VAN CLEEF, WIFE OF/AND GEORGE MELVIN VAN CLEEF A/K/A GEORGE M. VAN CLEEF

Defendant

IRA J. MIDDLEBERG

Attorney for Plaintiff

Attorney for Defendant

MAY 2, 1991 JL

Date of Filing

HP Exhibit 0189 (99)

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24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 416-462

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Jim Basso
 DEPUTY CLERK
 PARISH OF JEFFERSON, LA.

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 DIVISION "A"

RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR
 FRANKLIN SAVINGS ASSOCIATION

-VERSUS-

JUDITH MYERS VAN CLEEF, WIFE OF/AND GEORGE MELVIN VAN CLEEF
 A/K/A GEORGE M. VAN CLEEF

SUPPLEMENTAL AND AMENDED
PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The Supplemental and Amended Petition for Executory Process on Mortgage Note of RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR FRANKLIN SAVINGS ASSOCIATION, appearing herein through undersigned counsel of record, respectfully represents that it desires to supplement and amend its original petition for executory process on mortgage note filed on May 2, 1991 and its supplemental and amended petition filed on May 30, 1991.

1.

By amending paragraph one of the original petition to read as follows,
 to-wit:

1.

a) Defendant, Judith Myers Van Cleef, is a person of the full age of majority and resident of and domiciled in the Parish of Calcasieu, State of Louisiana.

b) Defendant, George Melvin Van Cleef a/k/a George M. Van Cleef, is a person of the full age of majority whose last known address were 4812 Livingston Street, Lake Charles, Louisiana, was unable to be served because he

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 S/ MYRA LANDIX
 Deputy Clerk

does not reside at that address, and we were advised that he is now a non-resident of the State of Louisiana, residing in Salem, Oregon, and his whereabouts are unknown to your petitioner.

II.

By adding paragraph sixteen (16) to read as follows, to-wit:

16.

This Court has jurisdiction over the property which this mortgage is sought to be enforced; but because defendant, George Melvin Van Cleef a/k/a George M. Van Cleef, is an absentee who cannot be served personally with process, an attorney at law should be appointed to represent him.

III.

Your petitioner reurges and reiterates each and every other allegation set forth in the original petition and the supplemental and amended petition as if copied in extenso.

WHEREFORE, RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR FRANKLIN SAVINGS ASSOCIATION, prays that an attorney at law be appointed to represent the absentee defendant, George Melvin Van Cleef a/k/a George M. Van Cleef, that a writ of seizure and sale issue directing the Sheriff for the Parish of Jefferson, State of Louisiana to seize and sell the mortgaged property without appraisal, and according to law to satisfy petitioner's claim as originally prayed for herein.

MIDDLEBERG RIDDLE & GIANNA
201 ST. CHARLES AVENUE, 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT

IRA J. MIDDLEBERG
BAR NUMBER 9640

PLEASE SERVE:

GEORGE MELVIN VAN CLEEF, A/K/A
GEORGE M. VAN CLEEF
THROUGH COURT APPOINTED COUNSEL

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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O R D E R

CONSIDERING the allegations in the foregoing supplemental and amended petition for executory process on mortgage note,

IT IS ORDERED by the Court that Robert D. Cleef attorney at law, be and is hereby appointed as Curator Ad Hoc to represent the absentee defendant, George Melvin Van Cleef, a/k/a George M. Van Cleef, in this proceeding.

GRETN, LOUISIANA, this 18th day of July, 1991.

ON MINUTES
JUL 23 1991
CODED

JUDGE

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.